

TENDER

for

SECURITY SERVICES

at

**National Testing Agency
NTA-MDBP Building, Okhla Phase-III, New Delhi-110020**

Website for Downloading Tender Document

<https://nta.ac.in>

<https://eprocure.gov.in/epublish/app>

National Testing Agency.

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National Testing Agency.

MDBP Building, Okhla Phase-III,
New Delhi-110020

Sub: Notice inviting limited tender for providing Security Services at National Testing Agency, NTA-MDBP Building, Okhla Phase-III, New Delhi-110020

Limited Sealed tenders are invited from the agencies sponsored by DGR for the above-mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

Tender documents and details of terms & conditions for tenderer may be downloaded from NTA website <https://nta.ac.in> and <https://eprocure.gov.in/epublish/app>.

NTA insists on strict compliance of statutory obligations i.e. Registration of ownership, EPF, ESI, GST, Income Tax and DGR etc. and adherence to the provisions of various Laws / Acts as applicable from time to time.

All prospective tenderers shall submit their Bid in two envelopes superscribed as Envelope "A" & Envelope "B" which will be contained inside one big main envelope addressed to Joint Director (Procurement), National Testing Agency, NTA-MDBP Building, Okhla Phase-III, New Delhi-110020

The sealed envelope must be submitted/ reach on or before 1500 hrs. on 21.03.2023. Each envelope shall be super-scribed as detailed below:

Mail Envelope	Sub-Envelopes inside main envelope	Contents inside sub-envelopes
Tender for Security services	Envelope "A"	Technical Bid and supporting documents for eligibility/qualifying criteria
	Envelope "B"	Financial Bid in prescribed format

NTA reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

Joint Director (Procurement)

TERMS AND CONDITIONS

1. INSTRUCTIONS TO TENDERERS:-

- 1.1 The security agencies nominated/sponsored by DGR shall be eligible for submission of tender to NTA.
- 1.2 The personnel for security services will be required to work at National Testing Agency
The personnel for security services will include the following:-
 - a. **Supervisor**
 - b. **Armed Guards**
 - c. **Unarmed Guards**
 - d. **Female Guards**
- 1.3 At present 12 (Twelve) Nos. Unarmed guards, 3 (Three) Nos. Armed Guards and 01 (One) No. Supervisors and 02 (Two) Female Guards are required. The number of persons required for deployment will vary from time to time depending upon the requirement of National Testing Agency.
- 1.4 The contractor shall comply the DGR guidelines in maintaining the composition of Ex-service men and civilians.
- 1.5 The successful tenderer shall deposit Performance Security of an amount equal to **3% of the total annual value** of the contract with this NTA. The performance security deposit will be in the form of Bank Guarantee from any Nationalized/Reputed Bank (as per format attached) which shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of performance security shall also be extended by the Agency accordingly. The Performance Security Deposit shall be released without any interest after successful completion of all contractual obligations. The performance bank guarantee will be invoked in case of breach of contract by the Contractor.
- 1.6 Tenders received without relevant documents for meeting eligibility requirements shall be rejected. Price bids of those bidders, whose bids meet the eligibility criteria as per clause No. 3 will only be opened.
- 1.7 If the successful bidder refuses or neglects to execute the contract or fails to furnish the required performance security within 30 days from the date of award of the contract, the bid would be liable to be rejected.
- 1.8 The tenders shall be valid for a period of 120 days from the date of its opening.
- 1.9 The National Testing Agency is not bound to accept the lowest or any bid and may at any time terminate the tendering process.
- 1.10 DGR sponsored agencies are advised to inspect the premises and assess the scope/quantum of work involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the undersigned during office hours (9.30 AM to 6.00 PM) on working days (Monday to Saturday). No claim whatsoever shall be entertained regarding the ignorance about the site conditions on later date.
- 1.11 Bidders are requested to quote their rates (as per the format specified in Schedule „A“).
- 1.12 GST shall be mentioned separately.
- 1.13 Conditional tenders will be rejected rightly.
- 1.14 The personnel engaged in providing the requisite services to the NTA shall be the employees of the contractor and shall claim their remuneration from the contractor. NTA will not be liable for anything on their part.
- 1.15 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 1.16 The contractor shall be responsible for the discipline and conduct of the personnel deployed by them and if in case the discipline and the quality of work deteriorates, the

- contractor shall have to provide replacement of his personnel.
- 1.17 The Contractor shall furnish the names and addresses of the security guard posted in the premises of NTA and also when there is any change in security guards/personnel.
 - 1.18 The Contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
 - 1.19 The Contractor shall have to furnish all the information required by NTA to fulfill the requirements of the concerning Acts, and in the Form so prescribed.
 - 1.20 The Contractor shall be responsible to compensate the loss of any kind to NTA caused due to theft, damage, negligence by his personnel and legal expenses incurred by NTA, in case legal case (s) filed by any of the personnel.
 - 1.21 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work (as per format attached).
 - 1.22 Contractor will not ask for any enhancement beyond the DGR approved rates during the period of the contract and it shall be his own responsibility to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to his employees.
 - 1.23 The contractor will provide its staff complete uniform and other accessories i.e torch, whistle, baton etc.
 - 1.24 The armed guards will be carrying guns and ammunition etc. with valid licenses and permission from the local authorities.
 - 1.25 The guards have to provide Security Services as per the requirements and directions of the designated NTA official.

2. ELIGIBILITY CRITERIA

The bidder will submit the self-attested photocopies of the following documents, as per DGR guidelines:-

- a. Ownership registration certificate of the tenderer.
- b. Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with GST
- e. Registration with EPF Department
- f. DGR empanelment certificate
- g. Stamped & Signed copy of Tender Documents duly signed by the Proprietor or Authorized Signatory along with copy of power of attorney.

3. LEGAL OBLIGATIONS:-

- 3.1 All personnel employed by the contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor. The contractor shall specifically comply with the following Laws/Acts and their Enactments/Amendments:-
 - a. The Contract Labour (Regulation & Abolition) Act, 1970
 - b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
 - c. The Minimum Wages Act, 1948
 - d. The payment of Wages Act, 1936
 - e. The Workmen's Compensation Act, 1923

- f. The Employees' Provident Funds and Misc. Provisions Act, 1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965
- i. The Payment of Gratuity Act, 1976
- j. Goods & Service Tax Act
- k. Income Tax Act

The Contractor shall abide by the provision of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized for non-compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the NTA.

- 3.2 The Contractor shall fully indemnify NTA against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/ Acts in relation to the Contract.
- 3.3 The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. He shall also indemnify NTA from and against any claims under the aforesaid Act and the Rules.
- 3.4 The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above-mentioned jobs.
- 3.5 The Contractor shall at his own cost, will take necessary medical insurance coverage in respect of staff and other personnel for service to be rendered to the NTA.
- 3.6 **The contractor will deposit the GST with concerned authority as applicable within the stipulated period and submit the documentary proof of same to NTA from time to time as fixed by the NTA.**
- 3.7 The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the NTA.
- 3.8 The Contractor shall make the payment of wages to the workmen employed by him, through **RTGS/NEFT only**.
- 3.9 NTA shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- 3.10 All the workers employed by the contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from NTA in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall entirely be the dispute between them only. NTA shall not in any manner be a party to it. The contractor will take all necessary steps for the redressal of such disputes and shall be solely responsible for the outcome. In case, any legal case either in the labour court or any other court filed by the personnel and NTA is a party in it, in

that case the expenditure incurred by NTA for hiring of lawyer and court expenses the same will be borne by the Contractor.

- 3.11 The Contractor whose tender is accepted shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License until the completion of the contract.

4. DEFAULT CLAUSE:-

- 4.1 The contractor is responsible for deputing the guards / supervisors as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contractor to provide replacement for the same.
- 4.2 In case of any failure on part of the contractor to provide workmen / services as enumerated in this tender document, the penalty of an amount of Rs.500/- per workman per day, which may extend maximum upto 5% of monthly contract value shall be levied on the contractor.

5. PAYMENT TERMS:-

- 5.1 The Agency shall prefer his monthly bill and all the bills so preferred shall invariably be supported by proof of payment of wages and receipts of EPF & ESI and GST (as applicable) in evidence of his having made payments to these accounts.
- 5.2 In case there has to be made any payment to the workmen of the Contractor by NTA which otherwise is the responsibility of the Contractor, the same shall be deducted from the payment due to the Contractor.
- 5.3 In case the amount to be released to security personnel is not as per wage bill to be prepared as per DGR guidelines or contractor is not able to provide undisputed documentary proof in respect of following:-
- i) Release of payment as per DGR guidelines.
 - ii) Deduction and (timely) deposit of monthly EPF & ESI contributions (as applicable) with the concerned authorities for the employees as engaged by the contractor.
 - iii) GST as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Competent Authority will be final in this case. In case, it is found that no amount of EPF & ESI has been deducted in respect of persons engaged by them by the Contractor, in spite of having EPF A/C No. & ESI A/C No., in such cases amount of EPF & ESI as per EPF Act & ESI Act (along with penalty raised by concerned authorities) will be deducted by NTA Ltd. in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

6. DURATION OF CONTRACT:-

- 6.1 The duration of this contract shall be **12 (twelve) months** from the date of award of the work as is to be mentioned in the work order to be placed on the successful Bidder. However, the duration can be extended further for a period of 12 (Twelve) months based

on satisfactory completion of the existing contract, on the same terms and conditions of this tender/agreement signed.

- 6.2 In case it is found that the Contractor is not complying with the provisions of DGR guidelines, EPF Act, ESI Act and or any other statutory provisions as mentioned in clause 4.1 of this tender the contract shall be liable to be terminated at a notice of 60 days.
- 6.3 Either of the parties shall have the right to terminate the contract by giving a written notice for 60 days in advance during its validity.

7. CODE OF ETHICS:

The purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the Bidders are found in Bid pooling, cartelization or against law on fraud and corruption then their firms may be debarred from participation in all NTA tenders for three years.

8. ARBITRATION:-

- 8.1 Any dispute and/or difference arising out of or relating to this contract or with regard to interpretation of the terms of the contract shall be referred for adjudication to a sole Arbitrator to be appointed by the NTA. The provisions of Arbitration and Conciliation Act 1996 (as amended from time to time) shall be applicable.
- 8.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be Delhi. The Award of the sole Arbitrator so appointed shall be final and binding on all the parties to the contract.
- 8.3 The language of the Arbitration shall be English.
- 8.4 The cost of Arbitration shall be borne by the respective parties in equal proportion.
- 8.5 Arbitration proceedings will be held at New Delhi only.
- 8.6 **Jurisdiction of Court:** The courts at New Delhi shall have the exclusive jurisdiction to try matters, if any, arising out of the contract between the parties.

SCHEDULE „A“

PRICE BID

(Amount in Rs. per person per head)

Sl. No.	Details of Pay	Supervisor	Security Guard (without arms)	Security Guard (with arms)/ Gunmen
a	Basic with VDA (As per current notification of DGR)			
b	ESI (as applicable)			
c	EPF (as applicable)			
d	EDLI (as applicable)			
e	Administrative Charges (As per current notification)			
f	House Rent Allowance (As per current notification of DGR)			
g	ESI on HRA (as applicable)			
h	Bonus (As per current notification)			
i	Uniform outfit allowance (As per current notification of DGR)			
j	Uniform washing allowance (As per current notification of DGR)			
k	Sub-Total(a to j)			
l	Relieving charges 1/6 th of S.No. k			
m	Total cost per head (k+l)			
n	Service Charge@% of S. No. m			
o	Total (m+n)			
p	GST @%			
	Grand Total (o+p)			

Note:

- Rates of allowances from sl. no. a to j and l, will be payable as admissible by DGR guidelines as on date.
- The order shall be awarded to the bidder with the lowest service charges quoted by bidder in S.No. nabove.
- Tender with service charges beyond the limits of DGR guidelines shall not be considered.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :
Place :

Name :
Designation:

List of DGR Sponsored Agencies who are eligible to participate in limited tender

<p>5972-Maj Bhupinder Blaggan (Retd.)</p> <p>M/s. 5972/ Bhupinder Blaggan SA</p> <p>Shop No. 04, 1st Floor, Shiv Shakti Complex, B-4/2, East Vinod Nagar, Delhi, East Delhi, Delhi-110091</p> <p>Mob No. – 8275175082 Tele No. – 011-22775347 Email – bhupiz07@gmail.com</p>	<p>6295 – Col. Manoj Kumar Joshi (Retd.),</p> <p>M/s. 6295/ Manoj Kumar Joshi SA</p> <p>Shop No. 2, Plot No. 147, Kh- 14/17, 14 Chawla Extension, Najafgarh , South West Delhi-110071</p> <p>Mob No. – 9109102462 Tele No. – 011-54696907 Email – mkjsa1965@gmail.com</p>	<p>6252 – Capt. Vivek Singh (Retd.),</p> <p>M/s 6252/Capt. Vivek Singh SA</p> <p>T-1, Third Floor, Pankaj Plaza, MLU Pocket-7, Plot No-7, Sector-12, Dwarka South West Delhi, Delhi-110075</p> <p>Mob No. – 9958002909 Tele No. – 011-28031507 Email – shiv4viv@gmail.com</p>
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Form of Agreement for Security Services

This agreement is executed on this day ___ of ___ 2023 between National Testing Agency NTA-MDBP Building, Okhla Phase-III, New Delhi-110020 (hereinafter referred as NTA), which expression shall unless repugnant to all the meaning or context thereof, including its successors, representatives and assigns of the First part.

AND

M/s. _____, a Proprietorship/Partnership/Ltd./ Pvt. Ltd. company, having its registered office at _____, Proprietor/ Partner/ Director of the company sign this agreement (hereinafter called as the "Contractor") which expression shall unless repugnant to all the meaning or context thereof, including its successors, representatives and permitted assigns of the Second part.

Whereas M/s. _____ has quoted its rates vide its letter No. _____ dated _____ to provide security services to NTA w.e.f. _____.

Now, it is agreed by and between the parties as under:-

1. The contract for providing Security Services shall be deemed to have come into force on 1st day of the month of _____ of the year 2023.
2. The contract shall be valid for the period from _____ to _____ which may further be extended for a period of 12 (twelve) months based on satisfactory completion of the existing contract on the same terms and conditions of this tender/agreement.
3. NTA shall have right to terminate the contract by giving 60 (sixty days) notice without assigning any reason.
4. NTA shall be entitled to terminate this agreement by giving 60 days' notice in advance in writing to the Contractor without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the Contractor/Proprietor of the Contractor becomes insolvent or fails and / or neglects to carry out instructions of NTA or violates any guidelines or owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirement of work. On termination of the Agreement, the liability of NTA for payment of any amount shall cease.
5. The personnel for security services will include the following:-
 - a. Supervisor.
 - b. Armed Guards.
 - c. Unarmed Guards.
 - d. Female Guard
6. The supervisor and the personnel must be as per the requirement of NTA for effective discharge of their duties.
7. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other contractor without prior written consent of the NTA.
8. The Contractor shall comply with the DGR guidelines and other statutory regulations during the continuation of the Contract.

9. The Contractor shall furnish the following documents in respect of the personnel engaged by him:-
 - a) List of the security guards engaged by the Contractor as per the requirement of NTA with all personal details of the individuals, i.e. date of birth, marital status, address, educational qualification & experience, aadhar card number etc. with supporting documents.
 - b) Character certificate duly verified/certified by the Contractor with its ID proof.
10. The Contractor shall engage the man power who has attained the age of 18 years.
11. The Contractor will provide to its staff complete uniform and other accessories i.e. torch, whistle baton etc. as per the requirement of DGR guidelines.
12. The armed guards will be carrying guns and ammunition etc. with valid licenses and permission from the local authorities.
13. The Contractor shall remain liable to indemnify NTA in respect of all causes of action, claim, damages, compensation or costs, charges and expenses arising out of accident or mishap or injury, sustained or to be sustained by NTA or by any workman or other person, whether in the employment of NTA premises arising out of any act of commission or omission, default or negligence error in judgment on the part of Contractor or the staff/personnel and employees of the Contractor.
14. The Contractor shall indemnify and hold NTA harmless from and against all claims, damages, losses and expenses arising out of or resulting from the work/services under the contract provided by the Contractor.
15. The Contractor shall deposit Performance Security of an amount equal to **3% of the total annual value** of the contract with the Administration Department, NTA before the start of the contract or within 21 days of date of award of order, whichever is earlier. The performance security deposit will be in the form of Bank Guarantee from any Nationalized Bank, which shall remain valid for a period of 60 (sixty) days from the date of the completion of all contractual obligations. In case, if the annual value of the contract increases at least by 10% during the continuance of the contract, the Contractor will submit the additional Performance Security deposit to make up for the limit of 3 % as above. The Performance Security Deposit shall be released without any interest after successful completion of all contractual obligations.
The performance bank guarantee will be invoked in case of breach of contract by the Contractor.
In case the Contractor fails to furnish the required performance security within 30 days from the date of award of the contract, the bid would be liable to be rejected.
16. The Contractor shall pay the wages of the personnel by bank transfer/RTGS/NEFT by 7th of each month positively and shall comply with the statutory regulation relating to EPF, ESI, Bonus etc. (if applicable). The details/documentary proof of payment released by the Contractor to the personnel shall be provided along with bank statements of security personnel to whom payments have been released by day of every month.
17. In case it is noticed and found by NTA at any stage that the statutory regulations relating to EPF, ESI, bonus etc. are not being complied with by the Contractor, then NTA shall have the right to deduct and withhold up to 50% of total dues of the Contractor till the time the proper documents showing proof of compliance are not submitted to the NTA.
18. In case of any failure on part of the Contractor to provide workmen / services as enumerated in the enclosed tender document, the penalty of an amount of Rs.500/-

per workman, which may extend maximum up to 10% of monthly contract value shall be levied on the Contractor.

19. In case NTA is required to any payment to the workmen of the Contractor which otherwise is the responsibility of the Contractor, the same shall be adjusted against the security amount deposited by the Contractor with NTA or shall be deducted from the payment due to the Contractor.
20. In case the amount to be released to workers is not as per wage bill to be prepared as per DGR guidelines or Contractor is not able to provide undisputed documentary proof in respect of following:-
 - iv) Release of payment as per DGR guidelines.
 - v) Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
 - vi) GST as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released to the Contractor & the decision of CGM (Admn)/Head of the department of Administration shall be final in this regard. In case it is found that no amount of EPF (As admissible) & ESI has been deducted in respect of persons engaged by the Contractor, in spite of having EPF A/c. No & ESI A/c No., in such cases amount of EPF & ESI as per EPF Act & ESI Act will be deducted by NTA in respect of such persons engaged by the Contractor and will be deposited with the statutory authorities on behalf of the Contractor.

21. The Contractor shall comply with all Acts, laws and statutory regulations applicable from time to time in the Union Territory of Delhi with regard to performance of work and NTA shall have no liability in this regard whatsoever.
22. The personnel, employed by NTA shall be the employees of the Contractor and NTA shall have nothing to do with their employment.
23. The Contractor shall on his own cost, take necessary insurance coverage in respect of staff/personnel and other personnel for service to be rendered to the NTA.
24. The Contractor shall deposit the GST within the stipulated period with concerned authority as applicable from time to time.
25. The Contractor shall ensure that all grievances and complaints of his workmen/personnel are redressed only by it and in no circumstances, it shall allow to forward such grievances to any of the authorities of the NTA.
26. The Contractor shall be liable for the compliance of various Law including but not limited to provisions under Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules: The Minimum Wages Act, 1948, The Payment of Wages Act, 1936; The Workmen's Compensation Act, 1923; The Employees Provident Funds and Misc. Provisions Act, 1952; The ESI Act, 1948; The Payment of Bonus Act, 1965; The Payment of Gratuity Act, 1976; Goods and Services Tax Act; Income Tax Act etc. as modified from time to time and the Contractor shall also indemnify NTA from and against any claims under the aforesaid Act and the Rules.
27. The Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 and continue to have a valid License until the completion of the contract.
28. The Contractor shall be responsible for deputing the guards / supervisors as per the duty requirement. In case of absence of any workmen/personnel, it will be obligatory on part of the Contractor to provide replacement for the same.

29. The Contractor shall be responsible to provide immediate replacement of any of their staff who is not available for duty and provides such other additional staff as may be required by NTA from time to time.
30. In case of requirement, the Contractor shall also deploy female security guards.
31. The Contractor shall prefer his monthly bill by 3rd day after paying the wages to his workmen including the cost of material provided by him during the month as per the requirement of the constituted committee. The Contractor shall deposit GST with the concerned authority within the stipulated period as per rates applicable from time to time. All the bills so preferred shall invariably be supported by proof of payment of wages and receipts of EPF & ESI and GST (as admissible) in evidence of his having made payments to these accounts.
32. If one or more of the provisions hereto is declared void, invalid illegal or unenforceable the validity and enforceability of the remaining provisions herein contained shall not be affected or impaired in any way. Each party hereto shall, in any such event, execute, in order to give valid, legal effect to any provision which is determined to be void and or invalid and / or illegal, any such document as may reasonably be required to remedy such situation in so far as it may be possible to do.
33. The parties hereto acknowledge that this agreement along with the Annexure-1/work order, Annexure-2/tender documents, constitutes the entire agreement between the parties and shall supersede all previous agreements, either oral or written, between the parties with respect to the subject matter.
34. The aforesaid document i.e. the Tender Documents; present Agreement and Work Order dt..... shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in this order as set out below:
 - a) Work Order
 - b) Agreement
 - c) Tender Document
35. Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the Contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders of these conditions, or otherwise concerning the performance of the contract, the execution of failure to execute the same whether arising during the existence of contract or after the termination or abandonment thereof, shall be referred to the sole arbitrator appointed by the Competent Authority of the NTA.
36. In case, any legal case either in the labour court or any other court filed by the personnel and NTA is a party in it, in that case the expenditure incurred by NTA for hiring of lawyer and court expenses the same will be borne by the Contractor.
37. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay, Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive, and binding on all parties to the contract.
38. The language of the Arbitration shall be English.

39. The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended) Act 2015 shall be applicable to such proceedings.
40. In Case of any dispute/appeal/objection arising out of the aforesaid arbitration, the courts at Delhi alone shall have the jurisdiction to try and decide.

IN WITNESS of above, both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witness.

Joint Director (Proc.)	M/s.
National Testing Agency, New Delhi-110 020	

Witness

Witness

(Signature with name and complete address) (Signature with name and complete address)

Place:

Dated: