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### URDU TEACHING AND RESEARCH CENTRE

(Central Institute of Indian Language)

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Ministry of Human Resource Development, Deptt. of Higher Education, Government of India

Vh- lh- @ 42&oh] foHkwfr [k.M] xkserh uxj] Yk[kuÅ TC/42-V, Vibhuti Khand, Gomti Nagar, Lucknow-26010

.No.6/6-16/2017-18/UTRC(L)

Cost of Tender: ₹200/-

### **TERMS AND CONDITIONS FOR THE TENDERS**

1. The Principal, Urdu teaching and Research Centre (UTRC), Lucknow invites sealed tenders from renowned, experienced, well established and registered agencies/organizations/ contractors from Uttar Pradesh preferably from Lucknow region for providing "**Security Services**" on contract basis to UTRC and its campus situated in Gomti Nagar, Lucknow. The agencies / organizations / contractors should possess at least 3 years of experience in the said field.
2. The Contractor/Agency fulfilling the eligibility criteria may download the tender paper from the website of the Institute, i.e. [www.ciil.org](http://www.ciil.org). But while submitting the tender the agency/contractor has to submit a demand daft of ₹200/- towards the cost of the tender paper in favour of the Principal, UTRC, Lucknow. The completed tender documents in all respects along with EMD of ₹5000/- (Rupees Five Thousand Only) in the form of DD/Bankers Cheque drawn in favour of the DDO, UTRC, Lucknow shall be addressed to "THE PRINCIPAL, URDU TEACHING AND RESEARCH CENTRE, TC/42-V VIBHUTIKHAND GOMTI NAGAR, LUCKNOW - 226010 ". The tender must be sent in wax sealed envelope and sent by Registered Post/Speed Post/Courier to reach UTRC latest by 3.00 PM on 7<sup>th</sup> December 2017. **Tender for providing "Security Services"** must be super scribed on the envelope.
3. Tenders received after the specified date and time, submitted without EMD, incomplete, and not sealed shall be rejected. The tenders will be opened in the presence of contractors who choose to be present. The Principal, UTRC reserves the right to accept or reject any or all tenders and to modify any of the terms and conditions of the contract without assigning any reasons whatsoever and his decision in the matter shall be final and binding.
4. The term "UTRC" wherever mentioned in the tender shall mean the Urdu Teaching and Research Centre, Lucknow. The term "Agency" or "Party" wherever mentioned in the tender shall mean the Agency selected for award of the contract. The term "contract" means the formal agreement between the UTRC and the Agency which would be signed at the time of award of works by the UTRC to the Agency.
5. The work force deployed by the Agency shall be the employees of the Agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between Urdu Teaching and Research Centre, Lucknow and said personnel implicitly or explicitly.
6. The work force so deployed by the Agency shall remain under the control and supervision of the Agency and the Agency shall be liable for payment of their wages, EPF, ESI, Bonus etc. and all other dues payable under various labour regulations and other statutory provisions. The Agency shall present the documents to this effect as and when required or asked by the Urdu Teaching and Research Centre, Lucknow. The Agency shall be responsible for fulfilling all the obligations under various law and acts, namely Minimum Wages Act of Govt. of India, EPF Act, ESI Act, Bonus Act

7. etc. and other statutory requirements of Govt. of India/Govt. of Uttar Pradesh. The Agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

8. The essential requirements of the Security Services personnel are as follows:-

- a) Essential Qualification : 10<sup>th</sup> Class Pass.
- b) The Age shall not be less than 21 years and not more than 45 years.
- c) The Security Services personnel so deployed by the Agency should have the working knowledge of Hindi and English languages.
- d) The Agency shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personnel engaged by it for deployment at UTRC, Lucknow.
- e) In case the Agency is required to deploy Ex-servicemen, relevant records like their discharge certificate, etc. should be produced when the contract is awarded.

9. No regular or retired employees of UTRC, Lucknow shall be employed by the Agency either part-time or full time.

10. In case any of the persons so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform his duty properly or indulges in any unlawful activity, disorderly conduct, the Agency on the orders of the Principal, UTRC, Lucknow shall immediately withdraw such person(s) from the premises of the UTRC, Lucknow.

11. On award of the contract, the successful Agency shall be required to deposit an amount equivalent to one twelfth of the annual Tender Value in the form of DD or Bank Guarantee as Security Deposit against loss/damage to the property of UTRC, Lucknow. The Security Deposit will be refundable after the expiry of the contract period, any loss/damage caused to UTRC property during the currency of agreement would be recovered from the amount of security deposit.

12. The Agency, which has been awarded the contract, shall be required to undertake the following before actual commencement of the work:-

- a) Submit a consent letter for undertaking the contract with respect in all the conditions stated after receipt of work order.
- b) The Agency is required to deposit in the form of DD or bank guarantee of any nationalized bank in Lucknow an amount equivalent to one twelfth of the annual tender value as security deposit.
- c) Sign an agreement with the UTRC in bond worth ₹100/- , the details of which are enclosed and should be certified by the Notary.
- d) Submit the list of persons to be deployed for Security Services at UTRC with all documents supporting their qualification and submit police verification of those personnel and submit the original certificate for verification as per clause (7) above. The original certificate will be returned after verification.
- e) The Agency shall submit the list of persons engaged for the Security Service work to the Principal, UTRC, Lucknow and should obtain passes for their entry in the campus and building duty signed by the Principal, UTRC after the award to the contract.

13. During the period of the contract the Agency shall provide Security Service uninterrupted, round the clock service to UTRC at the Centre's building and its campus, perform their duties diligently, honestly and to the entire satisfaction of the UTRC. In the case of unsatisfactory services, the Principal, UTRC, Lucknow reserves the right to terminate the contract immediately.

14. In case any lapse in the work is noticed, it will result in a penal deduction from the bills/security deposit of the Agency. The penalty shall be decided by the Principal, UTRC, Lucknow. Principal, UTRC, Lucknow also reserves the right to levy penalty for breach of any of the conditions of the contract by the Agency, including forfeiture of the security deposit, deduction from the monthly bills of the Agency and cancellation of the contract. Decision of the Principal will be final and binding on the Agency.

15. Any damage to the UTRC property caused by the carelessness of the person(s) deployed by the Agency must be brought to the notice of the caretaker or to the Principal, UTRC by the Agency and such loss shall be borne by the Agency.

16. The Agency shall maintain an Attendance Register for the security service personnel deployed in UTRC. Such registers must be made available to the representative of UTRC daily for checking. The Agency will ensure their co-operation to the representative of the UTRC in their routine check of security service arrangements.

17. At the end of every month, the Agency shall submit to UTRC pre-receipted stamped bills in three copies along with a copy of the attendance register for the month duly certified along with previous month ESI, EPF, Service Tax paid receipts/challans. The receipts/challans should be compulsorily attached to the subsequent month's bill with a certificate (in prescribed format) duly signed by the Agency to the effect that the wages were paid to the personnel deployed at UTRC, Lucknow for the previous month based on the monthly rate as given in the tender. The payment of the bill will normally be made within three weeks after the receipt of the bill. In the event of Agency failing to provide security service personnel in requisite number or provides deficient services on any day, proportionate deduction from the monthly bills shall be made by the UTRC.

18. Income tax and surcharge (i.e. TDS) as applicable as per rules shall be deducted from the bills at source.

19. The person(s) deployed by the Agency should be in proper uniform. Accessories (such as torch with batteries, batons etc.) for the Security Services work at UTRC shall be provided by the Agency.

20. The contract will initially be for a period of one year from the date of award of contract, renewable for further period on the same terms and conditions if acceptable to both the parties.

21. The contract can be terminated by the UTRC at any time without any prior notice in the event of security risk or damage to UTRC property due to the Agency's failure or persistent failure in providing good service to the UTRC, or because of any lapse on the part of the Security Service personnel. The decision of the UTRC in this regard shall be final and binding on the Agency.

22. Either party can terminate the contract without assigning any reason by providing two months notice in writing to the other.

23. The Agency shall submit all the documents as per the details in the Form "B" along with the tender in Form "A". The details of the Agency is to be submitted in the prescribed form. Any modification in the Tender Form by the "Agency" or tender not having the requisite documents enclosed with it will not be accepted.

24. An Earnest Money Deposit (EMD) of ₹5,000/- (Rupees Five Thousand Only) should be paid along with the tender in the form of Demand Draft/Bankers cheque drawn in favour of the "**Principal, UTRC, Lucknow**". The tender submitted without EMD will not be entertained.

**25. The tenders shall be addressed to "THE PRINCIPAL, URDU TEACHING AND RESEARCH CENTRE, TC/42-V VIBHUTIKHAND GOMTI NAGAR, LUCKNOW - 226010.**

**The dates to be remembered are indicated below:**

- 1. Commencement of issue of tender forms: 17.11.2017**
- 2. Last date of receipt of tender: 07.12.2017**
- 3. Opening date of the tender: Will be communicated**

Date:

Principal  
Urdu Teaching and Research Centre,  
Gomti Nagar, Lucknow-226010

# URDU TEACHING AND RESEARCH CENTRE, LUCKNOW

## TENDER FORM - 'A'

Name and Address of the Agency .....

.....

.....

Phone (O)..... (R)..... (Fax)..... Email:.....

Category Of Personnel (Total 9Nos.)	Monthly Basic Wages for one person in ₹ (As per Central Govt. Minimum Wages Act)	PF @ ..... ..... %	ESI @..... ..... %	Bonus @..... ..... %	Service Tax @ ..... ..... %	Service Charge/ Commission @..... % of column 2 only		Total Amount Payable to Agency (2+3+4+5+6+8)	Date of Registration of Agency
	In Figures In Words					%age	Amount		
1	2	3	4	5	6	7	8	9	10
Security Guard									

**Note:** The amount must be indicated in words and figures clearly FOR ONE PERSON without any over writing or cutting. Any such thing will automatically disqualify the Tender Form consideration. All columns are to be filled in. Supporting document for basic wages quoted above should be enclosed (such as Labour Commissioner's order/ Collector's order for minimum wages). **The service charges to be quoted by the agencies/contractors should be quoted after taking all the relating aspects into consideration.**

ENCLOSURES ATTACHED:

(Signature of the Authorized Representative of the Agency with seal)

Name.....

Address .....

.....

.....

## **Form to be submitted by the Tenderer**

1. Name of the Contractor /Firm :
2. Address: (a) Permanent :
- (b) Present :
3. Security Contract Licence No. and date  
(License issued by the Home Department,  
Govt. of Uttar Pradesh as per Private Security  
Agencies (Regulation) Act, 2005) :  
(copy to be enclosed)
4. Approximate Annual Turnover :
5. No. of personnel employed and facilities :
6. Labour License No. as per the Contract Labour (R&A)  
Act, 1970. Indicate License No., date & other  
particulars & Registration as per labour contract Act :
7. Name & Address of your Bankers :
8. Details of major contracts completed earlier  
(Experience certificate to be enclosed) :
9. Are you on the approved list of any Govt./Public  
Sector Organisation. If so, furnish particulars :
10. Income Tax up to latest assessment year  
finalized and paid, with PAN Card copy  
(Copies of last 2 years is to be enclosed) :
11. Service Tax Registration / License No.  
(copies to be enclosed) :
12. EPF Registration Certificate Nos.  
(Copies to be enclosed) :
13. ESI Registration Certificate Nos.  
(Copies to be enclosed) :
14. Prof. Tax code No. :
15. Any other relevant information :

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative working in UTRC, Lucknow.

Place :  
Date :

SIGNATURE OF THE TENDERER

## **FORM-B**

### **DOCUMENTS TO BE SUBMITTED**

The Agency submitting tender for Security Services in UTRC, Lucknow must enclose the following documents (photocopies) along with Tender Form (Form-A) which must be filled in and completed in all respect.

1. The Agency must have registration with the following Govt. authorities as on the date of application and furnish proof thereof by enclosing the photocopies of the following documents. The originals will be verified before awarding the contract and returned.
  - a) Deptt. of Labour, Govt of Uttar Pradesh under shop establishment Act.
  - b) Provident Fund Commissioner.
  - c) Copy of License obtained from the Home Dept., Govt. of Uttar Pradesh as per Private Security Agency Regulation Act, 2005.
  - d) ESI Corporation.
  - e) Copy of License obtained from Labour Commissioner, Uttar Pradesh in the matter of contract Labour (Registration and Abolition) Act, 1970 (37 of 1970) (as applicable).
  - f) Registration regarding Service Tax.
2. Copy of PAN Card
3. The Agency should submit the Income Tax Returns for the last two years.
4. A copy of audited financial statement of the Agency.
5. Brief profile of the Agency and its nature (Private Ltd., Etc) its capacity to undertake the work effectively and efficiently with full details of address, telephone number, fax of local office and head office etc.
6. Past experience of the Contractor/Agency/Firm indicating the number of existing and earlier clients to prove such service has been rendered satisfactorily. Full details with copies of the contract and a letter of satisfaction from such clients etc, should also be enclosed.
7. Clientele List.

Principal  
UTRC, Lucknow

### **CHECK LIST**

1. Valid Registration Certificate under the Uttar Pradesh : Yes/ No  
Shop & Commercial Establishment Act for carrying  
on business of Commercial Establishment
  
- 2 Valid License issued by Home Deptt. Govt. of : Yes/ No :  
Uttar Pradesh as per Private Security Agencies  
(Regulation) Act, 2005
  
3. EPF Registration Certificate : Yes/ No
  
4. ESI Registrations Certificate : Yes/ No
  
5. IT Clearance Certificate : Yes/ No
  
6. Experience Certificate : Yes/ No
  
7. List of Org. where presently engaged : Yes/ No
  
8. List of Organization where : Yes/ No  
similar works have been  
carried out in the past
  
9. Clearance certificate from : Yes/No  
EPF regarding last Contract
  
10. Clearance certificate from : Yes/No  
ESI regarding last Contract
  
11. Professional Tax certificate : Yes/No

Date :

Principal  
UTRC, Lucknow

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## AGREEMENT

This Agreement made at Lucknow on this -----day of ----- between the Principal, Urdu Teaching and Research Centre, Gomti Nagar, Lucknow under Central Institute of Indian Languages (CIIL), Mysore of the Ministry of Human Resource Development, Government of India acting on behalf of the President of India (hereinafter called "UTRC") of the ONE PART

### And

**M/s \_\_\_\_\_** (hereinafter referred to as Agency) (which expression shall include its successors, legal heirs and assigns) of the OTHER PART.

1. WHEREAS in consideration of the amount payable by the UTRC to the Party, the Party undertakes to provide "**Security Services**" to UTRC and its campus and at any other place as directed by the Principal, UTRC, Lucknow.

2. The agreement will be in force from \_\_\_\_\_ initially for three months as trial period. After satisfactory completion of the trial period, the agreement shall be effective for the duration of one year including the trial period. On the other hand, if the service is found unsatisfactory during the trial period, the contract may be terminated.

3. The Agency has represented that it is a registered Agency under the provisions of the Contract Labour (Regulation & Abolition Act) , 1970 (and was registered with DG (Resettlement) at any stage) has further represented that it is eligible to get this contract and there is no legal or any other bar in this respect. Any obligations and / or formalities, which are required to be, fulfilled under the said Act or any amendment thereto for the purpose of entering into and / or execution of this contract, shall be carried out by the Agency at its own expenses etc. and the Agency shall report the compliance thereof to the UTRC. The Agency shall be solely liable for any violations of the provisions of the said Act or any other Act.

4. The contract may be terminated at any time without assigning any reason by either of the parties by giving two months notice in writing.

5. After satisfactory completion of one-year service by the Agency, the UTRC shall have the option to extend this agreement on the same terms and conditions for a further period of one year if acceptable to both the parties.

6. The UTRC agrees to pay the Agency a maximum monthly total of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the rate of Rs. \_\_\_\_\_ per security guard per month. During the period the agreement remains in force, UTRC shall not be bound to pay any amount more than what has been given above.

7. The Agency shall agree to provide indemnity to UTRC from any liability that may arise on a later date for the period of the contract with the Agency out of any statutory obligation.

8. The responsibility of the Agency shall include:

- a) Monitoring incoming and outgoing movements of persons and materials
- b) Safety of all installations, equipments and other assets kept in UTRC and its campus.
- c) In the event of any theft, loss of assets of the UTRC the entire responsibility for legal action starting with lodging of FIR with local police to the final recovery stage etc., will lie with the Agency. To avoid any loss, the party shall have full authority to check the weights, counting of articles, search and check all incoming/outgoing goods, persons and materials, vehicles etc., whatever in conformity with the policies and orders of UTRC.

9. That the Agency shall engage \_\_\_\_\_ number of security guards. That for performing the assigned work, the Agency shall deploy medically and physically fit persons. The Agency shall ensure that the persons are punctual, disciplined and remain vigilant in performance of their duty. The security guards should have working knowledge of Urdu, Hindi and English.

10. That the Agency shall submit details such as names, parentage, residential address, age etc. of the person deployed in the premises of the UTRC. For the purpose of proper identification of the employees of the Agency deployed for the work, the Agency shall issue identity cards bearing their photographs / identification etc. and such employees shall display their identity cards at the time of duty. The timings of duties and details of deployment of security guards shall be finalized after mutual discussions between the Principal, UTRC and the Agency. The decision of the Principal, UTRC will be final and binding on the Agency. The deployment of the security guards will be decided by UTRC.



11. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, shall a relationship of employer and employee between the said persons and the UTRC shall accrue/arise implicitly or explicitly.

12. That on taking over the responsibility of the work assigned the Agency shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Principal of UTRC. The Agency shall be bound by and to carry out the directions / instructions given by the Principal of UTRC designated by the Director, CIIL in this respect from time to time.

13. That the Principal, UTRC or any other person authorized by him shall be at liberty to carry out surprise check on the persons deployed by the Agency in order to ensure that persons deployed are doing their duties.

14. That in case of any of the persons so deployed by the Agency does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riot or disorderly conduct, the Agency shall immediately withdraw and take suitable action against such persons on the report of the UTRC. Further, the Agency shall immediately replace the particular person so deployed on the demand of the Principal, UTRC. The Agency shall carefully and diligently perform the work assigned in consultation with the Principal, UTRC.

15. That the Agency shall be liable for payment of wages and all other dues which they are entitled to receive under the various Labour Laws and other Statutory provisions. The Agency shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to UTRC and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act 1970, Employees' State Insurance Act, Workman's Compensation Act 1923, Payment of Wages Act 1936, The Employees' Provident Fund (and miscellaneous provisions) Act 1952, Payment of Bonus Act 1965, The Minimum Wages Act 1948, Employer's Liability Act 1938, Employment of Children Act 1938 and / or any other rules/regulations and/or statutes that may be applicable to them.

16. That all the security guards deployed by the Agency at UTRC campus shall be appointed on the eight hours duty per shift basis. No person shall be continued for more than one shift (eight hours) duty per day. However, in case of emergencies and unforeseen circumstances security guards may work overtime for maximum of 4 hours in continuation to his shift. To ensure regular duty on weekly offs, the Agency shall have to provide sufficient number of leave reserve persons at the Agency's own cost.

17. That the Agency shall be solely responsible for any violation of provision of the Labour Laws or any other statutory provisions and shall further keep the UTRC indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non compliance of the aforesaid statutory provisions. Agency's failure to fulfill any of the obligations, the UTRC shall be entitled to recover any such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Agency's monthly payments.

18. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized officers of UTRC.

19. That the Agency shall make the payment of wages, etc. to the persons so deployed and shall on demand furnish copies of wage register/muster roll etc. to the UTRC. for having paid all the dues to the persons deployed by him for the work under the agreement.

20. That the Agency shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of UTRC. The Agency shall remove all workers deployed on termination of the contract or on expiry of the contract from the premises of the UTRC and ensure that no such person shall create any disruption / hindrance / problem of any nature in UTRC and its campus either explicitly or implicitly.

21. That the Agency shall ensure that the persons so deployed do not allow any property of the UTRC to be taken out of the premises without a gate pass signed by the designated officials of the UTRC. As a safeguard against any dishonesty, connivance and / or ulterior motive, the specimen signature of the officials designated and authorized to sign the gate pass will be intimated in writing to the Agency along with subsequent changes, if any.

22. That the security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and for loss/damage, if any, sustained by the UTRC on account of the failure or negligence of the workers deployed or in the event of breach of the Agreement by the Agency. The Agency shall further keep the UTRC indemnified against any

loss to the UTRC's property and assets. The UTRC shall have further right to adjust and / or deduct any of the amounts as previously mentioned from the payments due to the Agency under this Contract

23. That the Security deposit will be refunded to the Agency within one month of expiry of the Contract only on the satisfactory performance of the Contract.

24. That the Agency shall keep the UTRC indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case, UTRC - CIIL is made party and is supposed to contest the case, the UTRC-CIIL will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Agency to UTRC-CIIL on demand. Further, the Agency shall ensure that no financial or any other liability comes on UTRC-CIIL in this respect of any nature whatsoever and shall keep UTRC-CIIL indemnified in this respect.

25. That the Agency shall report promptly to the UTRC any theft or pilferage that takes place or where any attempts is made to that effect and loss, if any. It shall be the sole responsibility of the Agency to ensure the security and safety of all the property and assets, movable and immovable, of UTRC and if there is any loss to the UTRC on account of dishonesty, and / or due to any lapse on the part of the Agency or his worker, the Agency shall make good on demand the loss to the UTRC.

26. That the uniform and other accessories ( whistle, loaded torches etc.) will be supplied by the Agency at its own cost to the persons deployed for this work The seasonal equipment in winter and rain coats in monsoon shall also be provided by the Agency at its cost and UTRC shall have no liability whatsoever on this account. The uniform shall be approved by the Principal, UTRC.

27. That at the end of every month, the Agency shall submit to UTRC pre-receipted stamped bills in three copies along with a copy of the attendance register duly certified and to submit the previous month's ESI, EPF, Service Tax paid receipts/challans along with the bill for the next month. The Agency shall submit a certificate to the effect that the wages have been paid to the personnel deployed at UTRC, Lucknow for the previous month based on the monthly rate as given in the tender. The payment of the bill will normally be made within three weeks after receipt of the bill. In the event of the Agency failing to provide security personnel in requisite number or provide deficient services on any day, proportional deduction from the monthly bills shall be made by the UTRC.

28. That the Income tax and surcharge (i.e. TDS) as applicable as per rules shall be deducted from the bills at source.

29. That the Agency shall be responsible for faithful compliance of the terms & conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the Agency's risk and cost.

30. That this agreement may be terminated on any of the following contingencies:

- (a) On the expiry of the contract period as stated above,
- (b) By giving two month's notice by either party on account of:-
  - (i) breach of any of the terms and conditions of this agreement.
  - (ii) on assigning the contract or any part thereof to any sub Agency by the Agency without written permission of the UTRC.
- (c) On Agency being declared insolvent by competent Court of Law.

31. That during the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging duties as before till the expiry of notice period.

32. That in the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitrator by the Director, CIIL, Mysuru or his nominee.

33. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, CIIL, Mysuru shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

34. The arbitrator may give interim award(s) and/or directions, as may be required.

35. Subject to the previously mentioned provisions, the Arbitration and Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF, the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of the Agency

For and on behalf of UTRC, Lucknow

WITNESS

- 1.
- 2.

COUNTERSIGNED

Lucknow