

# TENDER DOCUMENT

FOR

PROVIDING DATA ENTRY  
OPERATOR (DEO) & IT EXPERT  
ON CONTRACT BASIS

NATIONAL ACADEMY OF  
CUSTOMS, EXCISE & NARCOTICS,  
SECTOR-29, FARIDABAD,  
HARYANA – 121 008.

**Price: Rs.500.00**

(Those who download the tender document from  
Website should tender **Rs.500.00 in cash**  
towards cost of tender at the time of submission  
of bid document)

### APPLICATION LETTER (Specimen)

The Director General,  
National Academy of Customs, Excise & Narcotics,  
Sector – 29, Faridabad,  
Haryana – 121 008.

Subject: Tender for supply of Data entry operator (DEO) & IT Expert to NACEN,  
Faridabad.

Dear Madam,

In response to your tender inviting notice for the above mentioned contract, I/We, a  
Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by the Jurisdictional PF Commissioner with photo copy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the National Academy of Customs, Excise & Narcotics, Faridabad, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Centre/State/Government of NCT of Delhi from time to time, whichever is higher. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep NACEN indemnified of any claim/damages that NACEN have to pay with respect to the service and the deputation of any workers to NACEN.

I/We fully understand that NACEN reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that NACEN further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 50,000/- (Rs. Fifty thousand only) in the form of Demand Draft/Pay Order from a Nationalized / Scheduled Bank only drawn in favour of The Administrative Officer, NACEN, Faridabad payable at New Delhi, along with the Technical Bid which will remain with NACEN upto final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit. .

Thanking you,

Yours faithfully,

— (Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

**Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)**

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**NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS,  
SECTOR-29, FARIDABAD, HARYANA – 121 008.**

F.NO.: IX-Admn/4/1/2016

Date :01.03.2016

**TENDER NOTICE FOR SUPPLY OF DATA ENTRY OPERATOR (DEO) AND IT  
EXPERT ON CONTRACT BASIS**

The NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS, FARIDABAD, invites sealed tenders under two-bid system from reputed and experienced agencies for **SUPPLY OF DATA ENTRY OPERATOR (DEO) AND IT EXPERT ON CONTRACT BASIS** at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for **SUPPLY OF DATA ENTRY OPERATOR (DEO) AND IT EXPERT ON CONTRACT BASIS**" and should reach NACEN by 1500 hrs on or before **21<sup>ST</sup> March, 2016**. The technical bids shall be opened on the same day at 15:30 hrs at NACEN.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NACEN on any working day between 1100 and 1730 hrs on payment of Rs.500.00 only in cash or can be downloaded from the website [www.nacen.gov.in](http://www.nacen.gov.in) or [www.cbec.gov.in](http://www.cbec.gov.in). Those who download the tender document from website should tender Rs.500.00 in cash while submitting their tender bid. The bid security (EMD) of Rs.50,000.00 (Rupees Fifty thousand only) should be paid in form of Bank draft/Pay order from a Nationalized / Scheduled Bank only in favour of The Administrative Officer, NACEN, Faridabad payable at New Delhi.

The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the NACEN website [www.nacen.gov.in](http://www.nacen.gov.in) or on the Central Board of Excise & Customs website [www.cbec.gov.in](http://www.cbec.gov.in).

**Note: This notice is a part of Tender Document.**

**Additional Director (Admn)  
NACEN**

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## TENDER DOCUMENT

**Subject : TENDER FOR SUPPLY OF DATA ENTRY OPERATOR (DEO) AND IT EXPERT (ITE) ON CONTRACT BASIS AT THE NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS, SECTOR – 29, FARIDABAD, HARYANA – 121 008.**

### ENVELOPE-1 : TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

**Name of the work : Contract for SUPPLY OF DATA ENTRY OPERATOR (DEO) AND IT EXPERT (ITE) ON CONTRACT BASIS in NACEN, Faridabad.**

### CONTENTS AND ELIGIBILITY CRITERIA

#### **Technical Bid of Tender Document:**

1. The Bidder should have minimum three years of experience of providing Data entry operator (DEO) and IT Expert (ITE) personnel in any Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies.
2. The Bidder should have minimum annual turn over of Rs. 18 lakh (Rs. Eighteen lakhs only) in any of the last three financial year ending 31.03.2015.
3. The Bidder should have completed similar works of minimum value as described below during the period 01/04/2012 to 31/03/2015:
  - a) One similar completed work costing not less than the amount equal to Rs. 15 lakhs (Rs. Fifteen lakhs only) OR
  - b) Two similar completed works each costing not less than the amount equal to Rs. 12 lakhs (Rs. Twelve lakhs only) OR
  - c) Three similar completed works each costing not less than the amount equal to Rs. 09 lakhs (Rs. Nine lakhs only)
4. The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.
5. The Bidder shall submit the **self attested copies** of the following documents along with the tender documents:
  - a) PF Registration with PF code number.
  - b) ESI Registration
  - c) Valid Licence (if applicable) issued in respect of previous employers by the Jurisdictional Labour Commissioner.
  - d) Details of works of similar nature carried out in Govt. Department / Public Sector Undertaking / any reputed educational Institute / Private Companies in the last 3 years ending on 31 March 2015.
  - e) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2015 duly certified by CA.
  - f) **List of Arbitration cases (if any )**
  - g) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
  - h) Details of managerial, supervisory and other staff
  - i) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at NACEN, Faridabad .
  - j) Copy of Last income tax return.

6. Approximate number of DEO and ITE required is given in **Annex-I**. The actual number may vary as per the requirement of the NACEN, Faridabad.
7. The Bidder shall submit details of organizations, where he has undertaken such similar services as per **Annex-II**.
8. General Terms and Conditions of the Contract to be fulfilled by the Bidder are given in **Annex-III** and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them .**
9. The bidder shall submit details as per **Annex-IV** along with Technical Bid.
10. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
11. The bidder should have an office in the NCT of Delhi.
12. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency) and should also not have been black listed / Holiday listed by any Govt./Semi Govt./PSUs. **The firm should give such an undertaking with their bid.**
13. The bidder shall pay Bid Security (EMD) of Rs.50,000.00 (Rupees Fifty thousand only) along with the technical bid in form of Bank draft/Pay order from a Nationalized / Scheduled Bank only in favour of The Administrative Officer, NACEN, Faridabad, payable at New Delhi. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
14. The EMD deposited by successful bidder will be adjusted towards the Performance Security deposit as specified in the tender document. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by NACEN.
15. The bid shall be valid and open for acceptance of the Competent Authority of NACEN for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
16. An agreement shall be signed with the successful bidder as per specimen enclosed.
17. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
18. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
19. Tenders received late(including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.

20. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
21. The rates should be indicated both in words and figures . In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
22. The Earnest Money is liable for forfeiture in the event of : (a) withdrawal of offer by bidder during the validity period of the offer; (b) Non-acceptance of orders by bidder when placed; (c) Non-confirmation of acceptance of orders by bidder within the stipulated time after placement of offer; (d) Any unilateral revision made by the bidder during the validity period of the offer.
23. In case there is only one successful bidder after the Technical bid opening, the decision to award the contract to the said bidder would be taken by the DG, NACEN.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encls: 1. DD/Pay Order No.....  
2. **Terms & conditions (each page must be signed and stamped with the seal)**  
3. **Financial Bid.**

(Signature of Bidder with seal)

Name:

Seal:

Address:

Phone No ( O):

Date:

**NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.**

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**ANNEX-I****DATA ENTRY OPERATOR AND I T EXPERT REQUIRED AT  
NACEN, FARIDABAD**

Sl. No	Description	Required No. of personnel
1.	Data Entry Operator	03 to 05
2.	IT Expert	04

**ANNEX-II**

**Details of other organizations where similar contracts undertaken during last three years (enclose supporting documents).**

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. <u>(pl specify)</u>	Amount of contract	Reason for termination (if currently not valid)
1.						
2.						
3						

**This information to be given in "Envelope No. 1 Technical Bid".**

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**ANNEXURE-IV**  
**TECHNICAL BID**  
**CHECK-LIST**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl.No.	Description of requirement	Yes/No	Page No.
1	The firm is registered with the Jurisdictional <b>Labour Commissioner under provisions of contract labour Act and its validity date</b>	Yes/No	
2	Copies of <b>Balance Sheet and P&amp;L A/c</b> for the last 3 years duly certified by CA	Yes/No	
3	Registration certificate of jurisdictional <b>Provident Fund Commissioner</b> along with PF registration code enclosed.	Yes/No	
4	Copy of Registration certificate/allotment letter of service tax number	Yes/No	
5	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6	Registration certificate of <b>ESI</b> enclosed	Yes/No	
7	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8	DD/PO of Rs.50,000/- as EMD	Yes/No	
9	Price bid proforma completed & sealed in separate envelope	Yes/No	
10	List of Arbitration cases (if applicable). Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/NA	
11	<b>Undertaking of the agency</b> confirming the availability of adequate manpower of requisite qualification and experience for deployment at NACEN.	Yes/No	
12	<b>Acceptance of terms and conditions</b> attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13	<b>Copy of last Income Tax return</b>	Yes/No	
14	<b>Undertaking by the bidder</b> to the effect that there is no police case pending against the bidder/proprietor/firm/parties relating to previous service Contracts and that the bidder has not been black listed / Holiday listed by any Gov./Semi Govt./PSUs.	Yes/No	
15	Office address.	Yes/No	
16	At least two currently valid contracts for similar work	Yes/No	

**Declaration by the Tenderer/Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. DD/Pay Order No.....  
2. Terms & conditions (each page must be signed and sealed)  
3. Financial Bid.

(Signature of Tendere/Bidderr with seal)

Name:

Seal:

Office Address:

Phone No ( O):

Date:

**NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected**

(To be made on Rs.500.00 Non Judicial Stamp Paper)

**DRAFT AGREEMENT**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two thousand sixteen between National Academy of Customs, Excise & Narcotics, Faridabad, as one part, hereinafter called NACEN and M/s \_\_\_\_\_ Agency for providing **Data entry operators and IT Experts** on the other part.

Whereas NACEN is desirous to engage the Agency for providing **Data entry operators and IT Experts** for the National Academy of Customs, Excise & Narcotics, Faridabad, on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in NACEN. The NACEN shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NACEN. The NACEN shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the NACEN reserves its right to:
  - a) Cancel/revoke the contract, and /or
  - b) Impose penalty upto 10% of the total annual value of contract.
6. The Agency shall submit a Performance Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only, at the time of signing of the Agreement. In case of FDR, it should be valid for minimum period of 24 months.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NACEN.
8. The personnel provided by the Agency will not claim to become the employees of NACEN and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NACEN.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of NACEN in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and NACEN, NACEN shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Faridabad.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Faridabad in the presence of the witness:

**National Academy of Customs, Excise & Narcotics, Faridabad**

Witness: 1.  
2.

**AGENCY**

Witness: 1.  
2.

**TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF  
DATA ENTRY OPERATORS AND IT EXPERTS  
(Annexure to Agreement)**

- A. SCOPE OF WORK: SUPPLY OF DATA ENTRY OPERATORS AND IT EXPERTS ON CONTRACT BASIS at The National Academy of Customs, Excise & Narcotics, Sector-29, Faridabad, by deploying required number of contract personnel.**
- B. TERMS & CONDITIONS:**
1. The Director General, NACEN, reserves the right to postpone and/or extend the date of receipt / opening of bids or to withdraw the same without assigning any reason thereof.
  2. The Financial bids of those bidders only would be opened who are found to be eligible based on the Technical bids opened on the stipulated dates by the Tender Committee in the presence of the bidders.
  3. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
  4. **NACEN reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.**
  5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
  6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates is not the sole criteria of selection. NACEN is not bound to accept the lowest rates.
  7. **Wages payable shall not be less than the minimum wages payment as declared by the Centre/State/Govt. of NCT of Delhi from time to time, which ever is the highest. *If the Financial bids are having rates quoted less than the statutory rates the same shall be out rightly rejected irrespective of the fact that the said bidder has qualified in the Technical bid.***
  8. **Without affecting the sanctity of the above criterion NACEN has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of NACEN.**

**The Contracting Agency shall render the following services to NACEN:**

- (i) **To SUPPLY DATA ENTRY OPERATORS (DEO) AND IT EXPERTS (ITE) ON CONTRACT BASIS in NACEN, Faridabad. The supplied manpower should be competent enough to execute the work assigned to them.**

- (ii) The contractor shall ensure the availability of the DEO and ITE on all five days from 09.30 AM to 06.00 PM. The persons deployed as DEO should be at least 12<sup>th</sup> pass and having good working knowledge of Computer operations including Internet and knowledge of work on MS Office and Power Point Presentations. The DEO should have good working knowledge of English & Hindi. Their typing speed should be at least 40 words/minute. The certificate from recognized institute of typing for speed rate shall be submitted along with the Bio-Data of the person to be provided as DEO.
- (iii) The ITE should be at least a Diploma holder in Computer Science / Electronics and should also have knowledge of operating Audio Video systems and networking. The relevant certificate in this regard should be enclosed along with the Bio-Data of the person to be provided as ITE.
- (iv) The personnel deployed shall be healthy, active and not less than 18 yrs or more than 45 years of age. Nobody shall have any communicable diseases.
- (v) The personnel deployed shall be smartly dressed and always with Identity Card. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.
- (vi) The contractor shall bear all expenses regarding preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7<sup>th</sup> day of every succeeding month, irrespective of delay in payment of Bill by the NACEN for whatever reason. **Wages payable shall not be less than the minimum wages payment as declared by the Centre/State/Govt. of NCT of Delhi from time to time, whichever is the highest.**
- (vii) The Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at NACEN. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:
  - The payment of wages Act 1936
  - The Employees Provident Fund Act, 1952
  - The Factory Act, 1948
  - The Contract Labour (Regulation) Act, 1970
  - The Payment of Bonus Act, 1965
  - The Payment of Grauity Act, 1972
  - The Employees State Insurance Act, 1948
  - The Employment of Children Act, 1938
  - The Motor Vehicle Act, 1988
  - The Minimum Wages Act, 1948
- (viii) If the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the NACEN. The full particulars of the personnel to



be deployed by the contractor including the names and address shall be furnished to the NACEN along with testimonials before they are actually deployed for the job.

- (ix) In case of any loss that might be caused to the NACEN due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the NACEN shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NACEN besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the NACEN shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- (x) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- (xi) That Contractor's authorized representative( Owner/Director/Partner/Manager) shall personally contact Head of the NACEN or the office in charge of Administration at NACEN at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
- (xii) In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; Failure on this account shall attract penalty of Rs.500/- per day per person who is found missing / absent from duty payable by the Contractor for such absence.
- (xiii) The successful bidder would have to deposit an amount of 10% (Ten percent) of Annual contract of value towards performance security deposit through pay order/demand draft /FDR/or bank guarantee from a Nationalized / Scheduled bank only in favour of the Administrative Officer, NACEN, Faridabad, which would remain with NACEN during the contract period and no interest shall be payable on the performance Security Deposit amount . In case of FDR, it should be valid for minimum period of 24 months.
- (xiv) The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him. This attendance record is to be submitted every week to NACEN with an attested photo- copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the NACEN at any other point of time.
- (xv) If at any point of time it come to the notice of the NACEN that the contract personnel deployed are different from the list provided (with attested photographs), NACEN will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified .
- (xvi) The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the NACEN. In the event, NACEN makes any payment or incurs any liability, the contractor shall indemnify

the NACEN completely.

- (xvii) In case of any dispute arising out of this agreement then DG, NACEN shall nominate any officer of the NACEN a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Faridabad Court will have the jurisdiction to settle and decide all the disputes.
- (xviii) Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
- (xix) As and when the NACEN requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the NACEN.
- (xx) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- (xxi) In case the NACEN suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NACEN reserves the right to terminate the contract without assigning any reasons.
- (xxii) Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
- (xxiii) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
- (xxiv) The contractor shall, at all times, maintain all the statutory records and documents, in proper format, as prescribed under the various Acts / Rules / Laws applicable to contract labours/personnel and shall ensure filing of all prescribed returns in proper format to the concerned authorities well within the time limit specified under the respective Acts / Rules / Laws.
- (xxv) The contractor shall, on demand by NACEN, produce all such records / documents / returns for inspection as NACEN deems fit for ensuring proper compliance towards the provisions of applicable Acts / Rules / Laws is being done by the contractor.
- (xxvi) The contractor should obtain a Licence from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the NACEN.
- (xxvii) The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Centre/State/Govt. of NCT of Delhi and such minimum shall be the higher between the Centre/State/ Govt. of NCT of Delhi notified minimum wages, from time to time, as applicable during the contract period.

- (xxviii) The contractor should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month. The payment of wages will be made in the presence of an authorized representative of NACEN at a place and time notified for the purpose.
- (xxix) The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
- (xxx) The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- (xxxi) The NACEN reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
- (xxxii) The contractor must get police verification of all his personnel employed at NACEN and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc.
- (xxxiii) If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. Such personnel who indulges in such type of activities , should not be further employed in this office by the contractor in any case.
- (xxxiv) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NACEN will be considered applicable at the time of any dispute/following any statutory rules.
- (xxxv) The contractor shall appoint at least one Supervisor on his behalf to coordinate with NACEN and supervise the work done by the personnel deployed to the satisfaction of NACEN. The details of the Supervisor shall be provided separately to NACEN before commencement of the work and any change shall also be duly intimated.
- (xxxvi) The contractor shall ensure that there is no scope for any grievance from the personnel deployed by him on account of delayed payment of wages.

**C. Terms of Payment:**

No advance payment will be made. Payment will be made on monthly basis after satisfactory completion of work.

- i) The contractor shall submit the pre-receipted bill (three copies) for every month by the first day of next month duly certified by the Caretaker. No interim bills will be entertained. All attempts would be made to pay the bills through ECS only within 20 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective Caretaker. The payment is subject to TDS applicable as per Income Tax Act, 1961.

- ii) In case of any complaint of non-fulfillment of any obligation under the contract, the Director General NACEN Faridabad reserves the right to deduct the payments due from the contractor from monthly bill (s),
- iii) Proof of challan / receipt for the payment made towards wages to each employee should be furnished to this office along with the monthly charges bill to be submitted for reimbursement. In case this office receives any complaint regarding non-payment of wages to any personnel the amount payable to these personnel will be recovered from contractors bill and paid to such personnel.
- iv) The contractor shall strictly comply with the provisions of the Employee Provident Fund Act, 1952 and the provisions of Employees' State Insurance Act, 1952. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan / receipt for the payment of Provident Fund and ESI made on account of the workers for the preceding month together with their ESIC Ins. No. / EPF subscriber No.
- v) NACEN shall pay to the contractor only the minimum wages, as per the contract, on monthly basis and any other payments such as PF/ESI/Service Tax etc. would be made only after submission of proof of payment by the contractor to the concerned statutory authorities/accounts.

**Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between NACEN and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.**

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## **ENVELOPE- 2: FINANCIAL BID**

**Sub: ANNUAL CONTRACT FOR SUPPLY OF DATA ENTRY OPERATORS AND  
IT EXPERTS ON CONTRACT BASIS AT NACEN, FARIDABAD**

### **CONTENTS**

1. Envelope No. 2 shall contain only Financial / Price Bid of Tender Document, i.e. the copy of schedule of rates duly filled in and signed by the bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the bidder in this envelope, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the bidder is enclosed. This envelope shall be Superscribed "**Envelope -2, Financial Bid - ANNUAL CONTRACT FOR SUPPLY OF DATA ENTRY OPERATORS AND IT EXPERT TO NACEN ON CONTRACT BASIS**"

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## SCHEDULE OF RATES (FINANCIAL BID)

(To be enclosed with Financial bid in a separate cover marked "Envelope 2")

**Name of the work: Contract for SUPPLY OF DATA ENTRY OPERATOR AND IT EXPERTS ON CONTRACT BASIS AT NACEN, FARIDABAD**

Sl. No.	Description	No. of persons	Rate/Wages per month per person in Rs.	PF	ESI	Bonus	Service Tax	Any other charges	<b>Contractor's profit (service charges)</b>	Total per person
1	Data Entry Operator (skilled)	3 to 5								
2	IT Expert (highly skilled)	04								

\* Enclose copy of Central Govt. / Govt. of NCT of Delhi / Haryana Govt. orders for rates of minimum wages, PF, ESI, Bonus, Service Tax as applicable

**Note: (Each and every page of Financial bid to be signed and stamped by the Bidder)**

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