



NATIONAL COUNCIL FOR TEACHER EDUCATION

(A STATUTORY BODY OF GOVERNMENT OF INDIA)

Hans Bhawan, Wing-II, 1, Bahadur Shah Zafar Marg, New Delhi-110002

TENDER NOTICE FOR ENGAGEMENT OF MANPOWER AGENCY

National Council for Teacher Education invites tenders in sealed envelope from interested agencies for providing manpower on contract basis like Data Entry Operator (DEO)/Steno, MTS and Security Guard. Interested registered agencies who supply man power may submit their tender in a sealed envelope in the prescribed form available on the website www.ncte-india.org, within 15 days from the date of its publication on the above mentioned address. Member Secretary reserves all rights to reject/cancel the tender without assigning any reasons.

MEMBER SECRETARY



राष्ट्रीय अध्यापक शिक्षा परिषद

(भारत सरकार का एक सांविधिक निकाय)

हंस भवन, विंग- II, 1, बहादुरशाह जफर मार्ग, नई दिल्ली-110002

मैन पॉवर सप्लाय हेतु निविदा सूचना

राष्ट्रीय अध्यापक शिक्षा परिषद में अनुबन्ध के आधार पर डाटा एन्ट्री ऑपरेटर (डी.ई.ओ.)/स्टेनो, एमटीएस तथा सुरक्षा गार्ड की आपूर्ति हेतु बन्द लिफाफे में निविदाएं आमंत्रित की जाती हैं। मैन पॉवर सप्लाय करने वाली इच्छुक रजिस्टर्ड एजेंसियां अपनी निविदायें निर्धारित प्रपत्र जो कि वेबसाइट www.ncte-india.org पर उपलब्ध है, भरकर सील बन्द लिफाफे में उपरोक्त पते पर इसके प्रकाशन के 15 दिनों के भीतर भेजने का कष्ट करें। सदस्य सचिव के पास किसी भी निविदा को बिना कारण बताये निरस्त/रद्द करने का अधिकार सुरक्षित है।

सदस्य सचिव

National Council for Teacher Education
(A Statutory Body of the Government of India)
Wing – II, Hans Bhawan, 1, Bahadur Shah Zafar Marg,
New Delhi-110002

Ref : F.No:16-2/2016/ NCTE/GA

Date: 13th July, 2016

**QUOTATION FOR SUPPLY OF MANPOWER- SKILLED /SEMI-SKILLED WORKERS
ON CONTRACT BASIS**

National Council for Teacher Education, New Delhi, a Statutory Body of the Government of India under the control of Ministry of Human Resource Development invites sealed tenders under two-bid system from reputed and experienced agencies for 'SUPPLY OF MANPOWER-SKILLED/SEMISKILLED WORKERS ON CONTRACT BASIS' at the above address.

2. The interested agencies/firms are required to submit the Technical and Financial bid separately. The bids in Sealed Cover-I containing "Technical Quotation" and Sealed Cover-II containing "Financial Quotation" should be placed in a third sealed cover superscripted "Quotation for SUPPLY OF MANPOWER-SKILLED /SEMI-SKILLED WORKERS ON CONTRACT BASIS " and should reach NCTE Office on or before 27th July, 2016.
3. No quotation will be accepted after last date of submission of quotation.
4. The Technical Quotation (Annexure-I) and Financial Quotation (Annexure- II) duly signed by the firm/agency should contain in the Envelope-3 superscribed with "Quotation FOR SUPPLY OF MANPOWER-SKILLED/SEMISKILLED WORKERS ON CONTRACT BASIS".
5. Amount of Earnest Money to be Deposited as Rs. 100,000/- (Rupees One Lac Only) in the shape of Demand draft, in favour of the Member Secretary, National Council for Teacher Education payable at New Delhi.
6. The quotation shall remain valid for 90 days from the date of receipt of the same. Any future clarification and /or corrigendum(s) shall be communicated through 'Tenders' Section on the NCTE website www.ncte-india.org.

Under Secretary (Admin)
NCTE, New Delhi

Tel: 011-23370141
E-mail: mail@ncte-india.org

Fax: 23370128/23379980
Website: <http://www.ncte-india.org>

**APPLICATION LETTER
(Specimen)**

To

The Under Secretary (Admin)
National Council for Teacher Education
Wing – II, Hans Bhawan,
1, Bahadur Shah Zafar Marg,
New Delhi-110002

**Subject: QUOTATION FOR SUPPLY OF MANPOWER-SKILLED/SEMI-SKILLED WORKERS TO
NCTE, NEW DELHI.**

Dear Sir,

In response to your Quotation Notice for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the tender/quotation with the following particulars:

S.No.	Description	Particular
1.	Name of the Firm	
2.	Year of establishment	
3.	Registration Number with a copy of registration certificate	
4.	Registered Postal Address	
5.	a. Tele.no. b. Fax No. c. Mobile No. d. Website address, if any	
6.	Address of Branches, if any.	
7.	a. Name and address of Directors, in case of Company b. Name and address of Sole Proprietor c. Name and address of partners, in case of partnership firm	
8.	a. Name and designation of authorized signatory b. Address for communication c. Contact details:- 1) Phone:- 2) Mobile:- 3) Email 4) Fax:-	
9.	PF Code allotted by PF Commissioner, NCT of Delhi with photo copy of certificate	
10.	ESI Code allotted by ESIC, Delhi	
11.	Any other facilities extended by the Agency	
12.	Whether holds manpower supply license or not	

I/We understand that the NCTE reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotation without assigning any reasons. The NCTE further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

Thanking you,

Yours faithfully,

Date

Signature
Name
Firm's Seal

TECHNICAL QUOTATION

Subject: QUOTATION FOR SUPPLY OF MANPOWER- SKILLED /SEMI-SKILLED WORKERS ON CONTRACT BASIS

ENVELOPE-1 : TECHNICAL QUOTATION

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

Name of the work: Contract for SUPPLY OF MANPOWER- SKILLED /SEMI-SKILLED WORKERSON CONTRACT BASIS in NCTE New Delhi

CONTENTS

1. Name of Company/ Firm/Agency
2. Name of proprietor/Director of Company/Firm/agency
3. Full Address of Reg. Office/Telephone No./FAX No./E-Mail Address/website address
4. Full address of Operating/Branch Office/Telephone No./FAX No./E-Mail Address/website address
5. T.I.N. No. (Attach copy)
6. The Firm/Agency shall have **at least 03 years experience** in these fields and shall submit the **self attested copies of experience** and the following documents along with the tender documents:
 - a. PF Registration with PF code number.
 - b. ESI Registration
 - c. Valid License issued in respect of previous employers by Regional Labour Commissioner (i.e. **Govt. of NCT of Delhi**).
 - d. Details of works of similar nature carried out in Central/State Govt. bodies/ Departments/ PSUs/ Autonomous bodies/ industries/factories/ or other similar organizations during the last 3 years ending **31st March, 2016**.
 - e. **List of Arbitration cases (if any)**
 - f. Copies of certificates/allotment letter of **Service Tax and PAN Number**.
 - g. Details of managerial, supervisory and other staff
 - h. Undertaking of the agency confirming the availability of the adequate manpower with requisite qualification and experience for deployment at NCTE, New Delhi

2. Certificates provided for the works detailed in 1(d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
3. Approximate number of skilled/semi-skilled workers is given in **Annex-III**. The actual number may vary as per the requirement of the NCTE.
4. The Firm/Agency shall submit details of organizations where he has undertaken such similar services as per **format enclosed**.
5. General Terms and Conditions of the Contract to be fulfilled by the Firm/Agency are enclosed herewith and **the Firm/Agency shall submit them with technical quotation duly signed on each page in lieu of agreeing to them**.
6. Firm/Agency shall submit details as per **format enclosed** along with Technical Quotation.
7. The Firm/Agency may be a proprietary firm, Partnership firm, Private/Public Limited Company, Corporate body legally constituted, as per law with **valid registration on the last date of submission** of the bid.
8. The bidder should have an **office in the NCT of Delhi**.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their quotation**.
10. **The EMD as demanded above deposited by successful agency will be adjusted towards security deposit equal to 10% of the Annual Contract Value**. 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 NCTE.
11. The quotation shall be valid and open for acceptance of the Competent Authority of NCTE for a period of 90 days from the date of receipt of the same and no request for any variation in quoted rates and withdrawal of quotation on any ground by successful bidder shall be entertained.
12. An agreement shall be signed with the successful bidder as per specimen enclosed.
13. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
14. The sealed quotation should be dropped in the Quotation Box kept in the Administration Section of NCTE, New Delhi.
15. Quotation received late (including postal delay) / in open condition in any respect is liable to be rejected.
16. 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.

17. No party shall be permitted to tender for work in the NCTE, New Delhi in which any of their near relatives is an employee. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the NCTE. Any violation of this condition which comes to the Notice of the NCTE after the contract is awarded will entitle the NCTE to treat the contractor as having committed a breach of contract and to exercise all the rights and remedies available to the NCTE on account thereof.

Signature of authorized person

Name: _____

Seal _____

Date:

Place:

Declaration by the Firm/Agency

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.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O):

Date:

FINANCIAL QUOTATION (Envelope. 2)

SCHEDULE OF RATES (FINANCIAL QUOTATION)

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

Name of the work: Contract for **SUPPLY OF MANPOWER-SKILLED/SEMI-SKILLED WORKERS ON CONTRACT BASIS** in NCTE New Delhi

SL No.	Description	Wages per month per person in Rs.	Pf *	ESI other charges	Any other charges	Agency's Profit (service Charge)	Total per person
1.	DEO/Steno Skilled workers (Graduate)						
2.	Electrician Skilled worker						
3.	Helper/peon (matriculate)						
4.	Sweeper						
5.	Security Guard						

(Signature of Tenders with seal)

Name:

Seal:

Office Address:

Phone No (O):

*Enclose copy of Government of NCT of Delhi's orders for rates of minimum wages, PF and ESE as applicable

(Each and every page of price bid need to be signed and stamped by the contractor/ firm)

ANNEX-III

CONTRACT PERSONNEL REQUIRED AT NCTE NEW DELHI

Approximate number of skilled/semi-skilled workers

CONTRACT PERSONNEL REQUIRED AT NCTE NEW DELHI

Sl. No.	Description	Required No. of personnel
1.	Data Entry Operator cum Steno Skilled workers (Graduate in any discipline, having knowledge of MS office application, typing with shorthand and filling work)	39
2.	Data Entry Operator Semi Skilled workers (having knowledge of MS office application, typing and filling work)	03
3.	Electrician Semi skilled worker for operating the Diesel Generator Set and performing routine work of electrician	1
4	Driver	1
5	Helper/Peon (Matriculate)	21
6	Sweeper	3
7	Security Guard (Matriculate)	6

(Signature of Firm/Agency with seal)

Name:

Seal:

Office Address:

Date: Phone No (O):

* Enclose copy of Government of NCT of Delhi's orders for rates of minimum wages, PF and ESI as applicable

Annexure-IV

Details of other organizations where such contracts under taken during last 3 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/ PSU/ Industries etc. (pl specify)	Amount of contract	Reason for termination (if currently not valid)

This information to be given in "Envelop No. 1 Technical Quotation" for Annual Contract for supply of Manpower-skilled/semi-skilled workers.

(Signature of Tenders with seal)

Name:

Seal:

Office Address:

Phone No (O):

(To be made on Rs.50.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on (Date:) _____ between NCTE New Delhi, as one part, hereinafter called NCTE and M/s _____ Agency for **providing skilled/semi-skilled manpower** on the other part.

WHEREAS the NCTE is desirous to engage the Agency for providing **skilled/semiskilled manpower** for National Council for Teacher Education New Delhi on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance of the 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 NCTE. The NCTE shall have no liability in this regard.
2. The agency shall ensure payment of the monthly wages within a period of 3 days from the date of release of payment from NCTE.
3. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at NCTE. The NCTE shall have no liability in this regard.
4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving two month's notice on either side.
6. In case of non-compliance with the contract, the NCTE reserves its right to:
 - a. Cancel/revoke the contract, and /or
 - b. Impose penalty up to 10% of the total annual value of contract.
7. 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 in favour of Member Secretary, NCTE or FDR pledged in favour of Member Secretary, NCTE shall be furnished at the time of signing of the agreement.
8. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NCTE.
9. The agency shall submit proof of PF/ESI and other dues for the purpose made with the concerned authorities as applicable to each individual employee at the time of claim of payments each month.

10. The personnel provided by the Agency will not claim to become the employees of NCTE and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NCTE.

11. The Agency should be required to provide substitute staff in case any staff proceeds on leave for than more than 3 days without fail.

12. 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.

13. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.

14. Decision of NCTE in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

15. In case of any dispute between the Agency and NCTE, NCTE shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.

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

<p>Section Officer National Council for Teacher Education (A Statutory Body of the Government of India) Wing – II, Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi-110002 Witness:</p> <p>1.</p> <p>2.</p>	<p>Signing authority from supplier agency Witness:</p> <p>1.</p> <p>2.</p>
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**TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF
SKILLED/SEMI SKILED WORKERS
(Annexure to Agreement)**

A. SCOPE OF WORK:

SUPPLY OF MANPOWER-SKILLED/SEMI-SKILLED WORKERS ON CONTRACT BASIS
at National Council for Teacher Education, Wing – II, Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi-110002 by deploying required number of contract personnel.

B. TERMS & CONDITIONS:

1. 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.

2. The Contracting Agency shall render the following services to NCTE:

I. **To supply the Skilled / Semi-Skilled workers on Contract Basis in NCTE, New Delhi.** The supplied manpower should be competent enough to execute the office work assigned to them.

II. The skilled workers would be engaged to attend to all work assigned to them by the concerned sectional incharge which may include **all official and clerical works**; like typing, dictation, maintenance of records manually as well as on software.

III. The semi-skilled workers would be engaged for Movement of files, dusting of books / files stocked in stores, sections, departments at NCTE. Dusting of office furniture, computer system and computer hardware.

IV. Movement of wooden and steel furniture from one section / building to another.

V. Unforeseen manual jobs emanating from time to time.

3. The working hours will be as under:

I. From 9:00 AM to 5:30 PM from Monday to Saturday. However, Saturday and Sunday are holiday on account of being weekend days.

II. One Casual Leave per month shall be given to contractual staff.

III. They may also be called on Saturdays/Sundays as and when required.

IV. The extra payment will be made to per person per day basis, if they will be called on Sunday.

V. They may be asked to work after 5:30 PM in exigency for which they will be paid OTA as per rule subject to the condition that **over time period is not less than one hour starting from 6:00 PM** (i.e. the period 5:30 PM to 6:00 PM will not be considered as over time period). While claiming OTA, the manpower supply agency shall ensure that the thumb impression of staff is registered in bio-metric machine installed at NCTE Hqrs.

V. For round the clock security including Sunday, the Security Guards will be deployed shift wise at NCTE office and other place if so required. Each shift will be of Eight hours and the Security Guard will have to report before one hour of onset of next shift and the guard on duty will not leave spot till the next guard take over the duty. Deployment of Security Guard on Sunday round the clock, the

Contractor will raise a separate bill for payment of wages as applicable. No over time will be paid to security guard in any case.

4. The personnel deployed shall be healthy, active and not more than 45 years of age. Nobody shall have any communicable diseases.

5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. **The contractor shall bear all expenses regarding uniforms, preparation of their Identity cards, 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 security personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the NCTE for whatever reason. Wages payable shall not be less than the minimum wages payable as declared by the Govt. of NCT of Delhi from time to time; **The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers.** 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 NCTE. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including with (but not limited to) the following and their re-enactments / amendments / modifications.

- i. The payment of Wages Act 1936
- ii. The Employees Provident Fund Act, 1952
- iii. The Factory Act, 1948
- iv. The Contract Labour (Regulation) Act, 1970
- v. The Payment of Bonus Act, 1965
- vi. The Payment of Gratuity Act, 1972
- vii. The Employees State Insurance Act, 1948
- viii. The Employment of Children Act, 1938
- ix. The Motor Vehicles Act, 1988
- x. The Minimum Wages Act, 1948

7. **The personnel will be screened by the contractor after police verification** regarding their antecedents, character and conduct; and a copy of the reports shall also be submitted to NCTE.

8. Replacement of personnel as required by the NCTE will be effected promptly by the contractor; if the contractor wishes to replace any of the personnel, the same shall be done **after prior consultation/approval** with the NCTE. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the NCTE along with testimonials before they are actually deployed for the job.

9. In case of any loss that might be caused to the NCTE due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the NCTE shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the NCTE besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the

NCTE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

10. If case of death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.

11. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Deputy Secretary/ Under Secretary (Admin.) NCTE or the Section officer (Admin) at NCTE 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.

12. 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 double the wages payable to the Contractor for such absence.**

13. The successful bidder would have to deposit an amount of 10% of Annual contract value towards security deposit through pay order/demand draft in favour of Member Secretary, NCTE or FDR pledged in favour of Member Secretary NCTE which would remain with NCTE during the contract period and no interest shall be payable on the Security Deposit amount.

14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record shall be submitted every week to Gen Administration Section of NCTE with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the NCTE at any other point of time.

15. If at any point of time it comes to the notice of the NCTE that the contract personnel deployed are different from the list provided (with attested photographs), NCTE will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified.

16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the NCTE shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.

17. The contractor shall be solely liable for all payments/dues of the workers employed and deployed by him with reliable evidence provided to the NCTE. In the event, NCTE makes any payment or incurs any liability; the contractor shall indemnify the NCTE completely;

18. In case of any dispute arising out of this agreement, the Member Secretary, NCTE shall nominate any officer of the NCTE as sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.

19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Delhi Court will have the jurisdiction to settle and decide all the disputes.

20. TDS as per Income Tax Rules shall be deducted from the bills of the contractor as per applicable laws.

21. As and when the NCTE requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with prorated rates. For the same, a notice of two days will be given by the NCTE.

22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

23. In case the NCTE suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the NCTE reserves the right to terminate the contract without assigning any reasons on the spot under intimation to the agency.

24. 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.

25. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.

26. The contractor should maintain all the records and documents under various labour laws applicable to contract labour/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available to the NCTE at all times. Indicative list of such records is given for example:

- a. Register for Workmen,
- b. Employment card (to be issued to workers),
- c. Muster Roll,
- d. Register for wages,
- e. wage slip,
- f. OT registers etc.

27. The above records and the following returns filed by the contractor have to be produced to the Admn. Department of NCTE on demand and original/photocopies of these records should be handed over after completion of the contract.

- a. Return in Form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.
- b. Summary of contribution (Form 5) u/s 44 Regulation 25 of the ESI Act, 1948. Also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
- c. Half yearly return in Form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
- d. Annual return filed in Form 3A/6A under the Employees' Provident Funds & MP Act, 1952.
- e. Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948
- f. Any other applicable return.

28. The contractor should obtain a License from the Central 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 NCTE.

29 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 State/Govt. of NCT of Delhi and such minimum shall be the higher between the State and Govt. of NCT of Delhi notified minimum wages, from time to time, as applicable during the contract period.

30 The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of NCTE at a place and time notified for the purpose.

31. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

32. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.

33. The NCTE reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.

34. The contractor must get police verification of all his personnel employed at NCTE 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. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.

35. 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. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.

36. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the **clause which is beneficial to the NCTE will be considered applicable** at the time of any dispute/following any statutory rules.

37. Amount of Earnest Money to be Deposited as Rs. 100,000/- (Rupees One Lac Only) in the shape of Demand draft, in favour of the Member Secretary, National Council for Teacher Education payable at New Delhi.

38. In case of breach of any conditions of the contract and for all type of losses caused on the part of Contractor, the Member Secretary, National Council for Teacher Education shall make deductions, as deemed fit, from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the NCTE.

39. The powers of the Member Secretary, National Council for Teacher Education under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract

vested in him/her as herein provided or to endanger forfeiture of deposit mentioned under clause above.

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

<p>Section Officer National Council for Teacher Education (A Statutory Body of the Government of India) Wing – II, Hans Bhawan, 1, Bahadur Shah Zafar Marg, New Delhi-110002 Witness:</p> <p>1.</p> <p>2.</p>	<p>Signing authority from supplier agency Witness:</p> <p>1.</p> <p>2.</p>
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