

**Tender Notice**

National Book Trust, India, an autonomous organization under Department of Higher Education, Ministry of Human Resource Development, Govt. of India invites Tenders from registered agencies in the prescribed Tender Form for providing need based manpower to National Book Trust, India in its premises at HQ Office, New Delhi, Regional Offices at Mumbai/Kolkata/Bengaluru and Book Promotion Center at Guwahati, Chennai, Hyderabad, Agartala, Kochi, Cuttack & Patna in the following categories, on contract basis, initially for one year:-

<b><u>S.No.</u></b>	<b><u>Designation</u></b>	<b><u>Category</u></b>
1.	Executive Sales	Skilled
2.	Executive Assistant	Skilled
3.	Secretarial Assistant	Skilled
4.	Desk Assistant	Skilled
5.	Clerical Assistant	Skilled (II <sup>nd</sup> Category Non Graduate)
6.	Bus Operator(Heavy Duty)	Skilled
7.	Helper ( For Bus Operator)	Semi-Skilled
8.	Helper	Unskilled
9.	Labourer	Unskilled

Tender Form can be obtained from the Deputy Director (Estt.), National Book Trust, India, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070 on any working day between 10.00 a.m. and 4.00 p.m. against payment of Rs.1180/- including 18% GST in cash/Demand Draft or the Tender document can be downloaded from the Trust's website [www.nbtindia.gov.in](http://www.nbtindia.gov.in). The tender fee may be remitted through bank draft/banker's cheque in favour of Director, NBT, India, New Delhi alongwith the Complete Bid Documents. The Tender Document is also available in e-procurement portal [www.eprocurement.gov.in](http://www.eprocurement.gov.in)

<b>Sale of tender document</b>	<b>:</b>	<b>From date of release of advertisement</b>
<b>Tender fee</b>	<b>:</b>	<b>Rs.1,180/- including 18%GST</b>
<b>Earnest Money Deposit</b>	<b>:</b>	<b>Rs.5,00,000/-</b>
<b>Date of Pre-Bid</b>	<b>:</b>	<b>10<sup>th</sup> August 2020</b>
<b>Last date of receipt</b>	<b>:</b>	<b>24<sup>th</sup> August 2020 upto 11.00a.m.</b>
<b>Date of opening of tender:</b>		<b>24<sup>th</sup> August 2020- 11.30 a.m. (Technical bid)</b>
<b>Financial Bid:</b>		<b>Would be informed to the technically qualified bidder later</b>

**Place of Submission of Tender: National Book Trust, India**

**Director, NBT, India reserves the right to accept or reject any or all the Tender without assigning any reason whatsoever.**

**CHECK LIST- The Tenderers/Contractors should ensure the following before submission of the Technical and Financial Bids:**

S.No.	Particular(s)	Yes	No
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**TECHNICAL BID**

1.	Tender document is properly indexed with page numbers		
2.	Name of the Contractor/Party is mentioned		
3.	Nature of concern		
4.	Present Address		
5.	Permanent Address		
6.	Earnest Money Deposit (EMD)		
7.	Each page of NIT and its appendix are signed and stamped		
8.	List of Major Customers is given on a separate sheet and proof of satisfactory execution of work		
9.	Proof of last three years' turnover of the firm/company		
10.	Self-attested copy of PAN Card		
11.	Self-attested copies of audited balance sheet for last three years 2016-2017, 2017-2018 & 2018-19		
12.	Self-attested copy of the Income Tax Return for last 03 years 2016-17,2017-18 & 2018-19		
13.	Self-attested copy of the GST Registration & GST return for year 2017-18, 2018-19, 2019-20 (Nine months)		
14.	The bidder should must have successfully executed similar services, over the last three years, (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. NBT will verify the documents submitted by bidder, if required). i) Three similar completed services costing not less than the amount equal to 2.4 Crore of the estimated yearly cost; or ii) Two similar completed services costing not less than the amount equal to 3 Crore of the estimated yearly cost; or iii) One similar completed service costing not less than the amount equal to 4.80 Crore of the estimated yearly cost.		
15.	Specimen signature, name, address, contract No., designation/capacity of the person OR authorized person signed the tender		
16.	ISO Certificate enclosed		
17.	An Affidavit in original on non judicial stamp paper being noted that "Agency has not been black listed at any time by a Government, Semi- Government or any other organisation"		

**FINANCIAL BID**

1.	Rates are quoted in the Tender Form (Financial Bid) – Specification of Work/Bill of Quantity		
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**NOTE:** The Tenderers/Contractors, who are not fulfilling and submitting the above documents will not be considered and liable for rejection of their bids.

(Signature of Tenderer with Rubber Stamp)

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## Notice Inviting Tender

**Subject: Submission of Tender for providing various allied/supportive manpower services for the offices of National Book Trust at Delhi, Mumbai, Kolkata and Bengaluru and Book Promotion Centre (Guwahati, Hyderabad, Chennai, Kochi, Patna, Cuttack & Agartala.**

Sealed Tenders bids are hereby invited for supportive manpower services of various categories mentioned in tender document, for National Book Trust (NBT) from eligible contractors( service providers) having minimum experience of 3 years with Central/ State Government/ Public sector undertaking/Autonomous organizations of providing similar services with annual turnover of the firm in three years should be greater than or equal to 1.8 crore and the bidder must own its registered/branch office situated in the Delhi. and during such period in the same field of holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having service tax registration and **having 3 years' experience of providing similar type of services and should have supplied minimum total of 300 manpower for each year to any of Central/State Government/PSUs. Documentary proofs for the services rendered with such Central/PSUs with duration of service shall be furnished indicating the number of manpower supplied. . Agencies applying for contract at more than one location of NBT office must have an ALL India licence for providing manpower services from M/o Labour. Requirement may increase or decrease/categories may change as per decision of Competent Authority.**

2. The tender document containing terms and conditions can be purchased on payment of **Rs.1180/- including 18% GST (Rupees one thousand one hundred eighty only) (Non-Refundable)** in the form of demand draft favoring **National Book Trust, India, payable at New Delhi, from the office of NBT, Vasant Kunj till 23<sup>rd</sup> August 2020**(Except Saturdays, Sundays and Holidays) **upto 4.00 p.m.**
3. Tender should be submitted in two sealed envelopes, **TECHNICAL BID** (Envelope-I) shall contain Earnest Money Deposit (EMD), prequalification documents, Tender conditions, work specifications duly signed by the authorized person or persons as a token of acceptance of terms and conditions of contract and work specification. **FINANCIAL BID** (Envelope-II) shall contain Price Schedule of different categories.
4. Tenders placed in sealed covers (in two envelopes duly marked as TECHNICAL BID (Envelope-I) and Financial BID (Envelope-II) with the name of the job written on each envelope should be placed in the outer envelope and marked on top as “ **Tender for providing various allied/supportive manpower services** for National Book Trust, Nehru Bhawan, Vasant Kunj, New Delhi -11007

(Signature of Tenderer with Rubber Stamp)

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5. The sealed bids will be received by the NBT **upto 11.00 a.m. on 24<sup>th</sup> August 2020**. Any bid received after the prescribed deadline shall not be considered irrespective of rates. **The Technical bid will be opened on 24<sup>th</sup> August 2020 at 11.30 a.m.** in the presence of the representatives of the bidders. The technical bids shall be scrutinized by the committee constituted for the purpose. The Committee will assess the ability of the agencies/bidders to supply requisite service and the number of personnel in different categories based on its record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening. The decision of NBT in this regard shall be final and binding. **For financial bids informed to the technically qualified bidder later.**
6. The contractors should quote service charges in percentage and Rupees in figures as well as in words in the price schedule. The basic minimum wages, PF subscription, ESI contribution, Service Tax are fixed as per Government orders notified from time to time.
7. Earnest Money Deposit (EMD) amounting to **Rs.5,00,000/- (Five lakh only)**, is to be deposited with the tender in the form of Demand Draft/ Banker's Cheque payable at New Delhi and drawn in favour of Director, National Book Trust, India otherwise the tender is liable for rejection. **E.M.D in the form of Bank Guarantee or any other form is not acceptable. In the event of tender being accepted, the earnest money shall be adjusted against security deposit and refunded only after the satisfactory completion of contract.**
8. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders, without assigning any reasons whatsoever. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect will be liable to be rejected.
9. Tender containing any condition leading to unknown/indefinite liability, are liable to be summarily rejected.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11. Tenders shall remain open for acceptance for a period of 3 months from the date receipt of the bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to NBT or the contract is not executed within seven (7) days from the date of letter of acceptance or the work is not commenced within seven (7) days after execution of contract then the NBT without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
12. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

(Signature of Tenderer with Rubber Stamp)

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The bidder shall bear all costs associated with the preparation and submission of his bid and the NBT will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

13. No alternative offer shall be considered.
14. NBT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NBT's action.
15. NBT reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
16. Any clarification of the documents may be obtained from:-  
  
Shri Ashish Chowdhury  
Assistant Director(Estt.)  
National Book Trust, India  
Nehru Bhawan, 5, Institutional Area, Phase-II  
Vasant Kunj, New Delhi-110070  
Telephone No. 011-26707769
17. NBT reserves the right to reject or accept any or all applications(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many tenderers/bidders are received satisfying the basic pre-requisite criteria.
18. Conditional tenders are liable to be rejected.
19. After award of Letter of Authorization (LOA), the Contractor is required to enter into a Contract with NBT on the terms and conditions as detailed in the tender document.

### **3. GENERAL TERMS AND CONDITION OF CONTRACT**

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#### **1. Parties**

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the NBT through the Director.

#### **2. Address**

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to NBT. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

#### **3. Contractor**

The term contractor shall mean Company, firm or the party to whom the Contract is awarded and his/ their heirs, legal representative, assignees and successors.

#### **4. Specification of work**

The Specification of work shall mean the specification of work as specified and forming part of this contract.

#### **5. Priced Schedule of Quantities**

Price Schedule of categories shall mean the schedule of categories duly priced with the accepted quoted rates of the contractor.

## 6. TENDERS

### 6.1 Contents of Tender Document

6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing need based manpower to National Book Trust, India in its premises at HQs office, New Delhi, Regional Offices at Mumbai, Kolkata and Bangalore and Book Promotion Centres at Guwahati, Chennai, Hyderabad, Agartala, Cuttack and Patna. The Tender Document comprises of:

Chapter 1 Notice of Invitation of Tender.  
Chapter 2 General Terms and Condition of the Contract  
Chapter 3 Terms and Conditions specific to the Contract  
Chapter 4 Eligibility Qualifying criteria  
Chapter 5 Scope of Work  
Chapter 6 Tender Application Form  
Chapter 7 Technical Bid  
Chapter 8 Price Bid for Manpower

6.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

6.1.4 The entire set of tender papers issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initials/signature will indicate the acceptance of the tender papers by the tenderer. The schedule of quantities shall be filled in as follows:

- i. The "Rate" column to be legibly filled using Ball pen both in English figures and English words.
- ii. Amount column to be filled in for each item (rate per unit as well as total amount for required quantity)
- iii. All corrections are to be initiated.
- iv. In case of any errors/omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates. No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

6.1.5 The NBT reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders of each section or to split up and distribute any item of work to any specialist firm or firms, without assigning reasons.

6.1.6 The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender.

6.1.7 In case, any genuine shortcoming/complaint is received/noticed in the tender documents at any stage, the Competent Authority of NBT shall have full right to issue corrigendum rectifying all such shortcomings at later stage.

(Signature of Tenderer with Rubber Stamp)

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## 7. Preparation and Submission of Tender

The tender should be submitted in two parts, namely: (i) Technical bid and (ii) Financial bid. The duly filled up chapter 6 along with Demand Draft of Earnest Money amount shall be placed in the sealed cover containing Technical Bid alongwith Earnest Money Deposit (EMD), prequalification documents, Tender conditions, work specifications duly signed by the authorized person or persons as a token of acceptance of terms and conditions of contract and work specification. The financial bid shall be given in Chapter 7. Each bid should be kept in separate sealed covers, addressed to the Director, NBT. The outer envelopes containing both sealed covers should bear the address, Tender No. and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with Tender No, subject of tender whether the envelope is containing the 'Technical Bid' or the 'Financial Bid' and date of opening of the tender. If the outer envelope is not sealed or marked as prescribed above, the proposal will be rejected summarily.

### 7.1 Language

Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### 7.2 Format for submission of offer:

Offer of the manpower is to be given as per the format at Chapter – 7

For inspection and assessment of total manpower required category wise, following official of the Trust may be contacted.

Sh. Ashish Chowdhury  
Assistant Director (Estt.)  
Phone: 26707769



*7(A). Signing of Tender*

Individual signing the tender or other documents connected with contract must specify whether he signs as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor;

A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

- (b) Director or a principal officer duly authorized by the Board of Directors of the Company.

N.B.

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, the Director, NBT without prejudice may cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (iv) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS NOTICE INVITING TENDER.
- (v) (A) Any correction, mutilation or overwriting in figures of rates should be attested by Authorized Signatory; otherwise the quotation may not be considered.
- (B) *Technical Bid*: The tenderer should submit the technical details in Contract Form.
- (C) *Financial Bid*: It should be submitted in form given in Chapter- 7 i.e Price schedule.

**8. Rates quoted**

The Bidders should quote service charges in percentage & amount only in the price schedule. The basic minimum wages, PF subscription, ESI contribution, GST are fixed as per Government notifications, subject to revision from time to time. Service charge should include cost & fidelity bond to be executed in f/o NBT for its employees to compensated any loss to the Asset of NBT

8.2 The rates and prices quoted by the Bidder shall be inclusive of all taxes except GST which the bidder would show separately and would be paid as per the law.

8.3 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such a Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. The offer of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

**9. Opening of tender**

The tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the Tenderer should bring with him a letter of authority from the tenderer and proof of identification.

**10. Criterion for Evaluation of Tenders**

The evaluation of the tenders will be made first on the basis of technical and commercial information furnished in form given in chapter 6. The agencies would be given scores. Scoring of ten marks will be based on Annual Turnover, Manpower on roll, experience of providing manpower services, volume of work performed in preceding three years, trained Staff on roll and other pre-qualification criterion prescribed in chapter 4.

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in chapter 3 of tender document.

**11. Earnest money**

Earnest Money of Rs.5,00,000/-(Rs. Five lakh only) should be submitted in the form of a Demand Draft along with Technical bids.

Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited by NBT.

The tenders without Earnest Money Deposit will be summarily rejected.

11. No claim shall lie against NBT in respect of erosion in value or interest on the amount of Earnest Money Deposit or security deposit.

**12. Validity of bids**

The bids shall be valid for a period of 90 days from the date of opening of the tenders. This has to be so specified by the tenderer in the financial bid.

**13. Award of tender**

Financial bids shall be opened of only those Tenderers who will qualify the conditions/criteria of techno commercial bid specified in Chapter 4 of tender document, i.e. who score at least 7 out of 10 marks. One representative of the successful bidder shall attend the office for 10 days of every month to comply the documents of the manpowers staff.

**14. Communication of acceptance/right of acceptance**

The NBT reserves all rights to reject any tender including those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the NBT in this regard will be final and binding. Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit, if any will be communicated.

**15. Performance Guarantee**

The successful bidder would have to submit the performance guarantee to the value of 10% of the total value of the work order in the year in the form of DD or Banker's Cheque to NBT within 10 days from the date of issue of work order. The earnest money i.e. Rs.5,00,000 (Rupees Five lakh only) shall be adjusted against the performance guarantee required to be submitted by the successful bidder. The performance guarantee can be forfeited by order of the NBT in the event of any breach or negligence or non-observance of any condition of contractor in case the supply of manpower is delayed beyond the period stipulated by NBT or frequent absence from duty/misconduct on part of manpower supplied by the agency.

(Signature of Tenderer with Rubber Stamp)

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## 16. Duration of Contract

The Contract which is initially for a period of 1 year may be extended further if the agency agrees to provide the services on the same terms and conditions provided the services provided by them are satisfactory. **NBT reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.**

## 16. Force Majeure

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, Labour disputes and government or public authority's demands or requirements.

## 17. Insolvency etc.

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the NBT shall have the power to terminate the contract without prior notice.

## 18. Breach of Terms and Conditions

In case of breach of any terms and conditions mentioned above, the Competent authority will have the right to cancel the work order without assigning any reason therefor and nothing will be payable by NBT in that event and the security deposit shall also stand forfeited.

## 19. Subletting of work

The firm shall not assign or sublet the work or any part of it to any other person or party.

## 20. Arbitration

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English/Hindi. The provisions of Arbitration and Conciliation Act, 1990 and the rules framed there under and in force shall be applicable to such proceedings.

**21. Legal jurisdiction**

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

**22. Validity of tender**

The tender is valid for a period of 90 days.

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**SPECIAL CONDITIONS OF THE CONTRACT**

- (1) **The persons to be provided by the contractor will be selected by the Selection committee through interview, whenever required. After selection, his performance will be reviewed after 15 days and then only he will be confirmed to work with NBT through contractor on contract basis. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria. The contractor shall deploy his personnel only after obtaining NBT approval duly submitting curriculum vitae (CV) of these personnel, NBT shall be informed at least one week in advance and contractor shall be required to obtain the NBT's approval for all such changes along with their CVs. Hiring of contractual employee through contractor will be done through interview by the NBT approved committee.**
- (2) The persons provided by the Agency should not have any Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to NBT. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw workers who are not found suitable by the NBT for any reasons immediately on receipt of such requests. **The pre/past police verification of antecedents of every employee to be submitted to our office within 30 days of getting contract/joining.**
- (3) **The service provider has to provide pay slips monthly to be issued mandatory to every contractual employees disclosing gross payment, deduction amount EPF/ESI etc. & net payment.**
- (4) The service provider should issue ESI Card and EPF number in favour of every contractual employees within two months after award of job. EPF statements i.e. EPF employees contribution and employer contribution statement to be issued to every contractual employee in every six months, apart from online report of EPFO.
- (5) **Fidelity Bond of Rs.1 Lakh for each personnel should be submitted to NBT for TA, Misc. advance drawn by contractual employees from NBT. Rs.25 Lakh for each personnel working in Sales & Drivers for covering loss of damage to be vehicle & Third party claim if any,**
- (6) Payment of salary, OTA allowances & others by Bank mode only.
- (7) The service provider shall engage necessary persons as required by NBT from time to time. The said persons engaged would be paid salary every month by the service provider. There is no master & servant relationship between the workers of the service provider and NBT and further that the said persons of the service provider shall not claim any absorption in NBT.

- (8) **No charges/replacement and addition shall be done without the approval of the Competent Authority of NBT. The decision of NBT in this regard shall be final & binding on the contractor.**
- (9) **The service provider's personnel shall not claim any benefit/compensation absorption/regularization of services from/ in NBT under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act. 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to NBT within a week of getting the contract.**
- (10) **The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements administrative/organizational matters which they came across during performance of their official duties in NBT.**
- (11) Fidelity Bond in f/o NBT for Sale Staff dealing in cash & Drivers = 25.00 Lakh for each personnel  
Other Staff = 1.00 Lakh for each personnel
- (12) The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (13) That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the regular employees of NBT.
- (14) NBT may require the service provider to remove from the site of work, any persons or person, provided by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such instructions. The service provider shall replace immediately any of its personnel, if they are unacceptable to NBT because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.
- (15) The service provider has to provide the Photo Identity Cards to the persons provided by him/her for carrying out the work. These cards are to be constantly displayed all the time while on duty.
- (16) The service provider shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- (17) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider.

- (18) Working hours would be normally from 9.00 a.m. to 5:30 p.m. during working days including half an hour lunch break in between. However in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holiday, if required. They will be paid extra wages as per the rates notified.
- (19) As per the recent office memorandum no. F.49019/95/-Estt-(C) dated 19<sup>th</sup> July, 2016 the casual workers working in offices having a five day week may be allowed one day paid weekly off provided they have worked for a minimum of 40 hrs. during the said week.
- (20) **As per the Delhi Shops and Establishment Act 1954 in compliance with Labour Law Leave facilities (Casual Leave/Sick & Earned Leave) agency will be wholly and exclusively responsible to compliance this.**
- (21) **That the agency will be wholly and exclusively responsible for payment of wages of the persons engaged by it in compliance of all the statutory obligations under all related legislation as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Bonus Act. and NBT shall not incur any liability for any expenditure whatsoever on the persons engaged by the agency on account of any obligation/violation. The agency will be required to provide particular of EPF, ESIC etc. of previous month, of its workers engaged in the Department while raising monthly bill. The agency should immune NBT from any dispute arising from compliance of Labour Law inforce. It is the sole responsibility of the agency for compliance of same.**
- (22) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the following month. The payment will be released by the last date of the month after deduction of taxes deductible at source under the laws in force. The service provider shall make payment to all concerned on or before 7<sup>th</sup> of every month.
- (23) **Service Provider shall be comply to pay monthly wages upto 2 months from his own resources in case in delay in payment by NBT due to unavoidable circumstances.**
- (24) Payment to the service provider would be strictly on certification by the officer, with whom a worker attached that his/her services were satisfactory and attendance, as per the bill preferred by the service provider.
- (25) No wage/remuneration will be paid to any staff for the days of absence from duty.
- (26) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of NBT.
- (27) The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.



- (28) The service provider shall be contactable at all times and message sent by phone/email/fax/special messenger from NBT to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly adhere to the instructions issued by the NBT in fulfillment of the contract from time to time.
- (29) NBT shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- (30) That the agency on its part and through its own resources shall ensure that the goods material, and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. if NBT suffers any loss or damage on
- (31) account of negligence, default or theft on the part of the workers of the agency then the agency shall be liable to indemnify to the NBT against such loss or damage.
- (32) Compliance of Labour Law & Act and payment if any there of should be quoted clearly. The compliance of the act will be responsibility of the bidder.
- (33) The agency should not have been blacklisted at any time by a Govt, Semi-Govt. Deptt. or any other organization. An affidavit in original (on non Judicial Stamp Paper duly notarized) to this effect should be submitted by the firm alongwith Technical Bid.**
- (34) The service provide will also ensure that the personnel deployed are physically, mentally and medically fit and will keep in record a certificate of their medical fitness.
- (35) Declaration of the agency that they will abide with compliance of EPF/ESIC and other Labour laws inforce as applicable from time to time.
- (36) The service provider shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @Rs.500/- per day on the service providing agency. In case of more than 15 days, NBT may in its discretion terminate the contract.
- (37) Agency shall be responsible for issuing experience certificate to manpower, as and when required, NBT shall not be responsible for issuing any such documents to the outsourced manpower.
- (38) NBT will maintain an attendance register & biometric attendance in respect of the staff deployed by the agency on the basis of which the wages/remuneration will be decided in respect of the staff at the approved rates. Payment will be strictly as per biometric attendance only.
- (39) The agreement will be valid for a period of 1 year commencing from the date of award of contract and shall be continue to be in force in the same manner, unless terminated in writing. The contract agreement may be extendable as per the requirement subject to satisfactory performance of the agency and as such amendment as mutually agreed to maximum for a period of 3 years. However, if the**

**performance of the agency is not satisfactory or in case of any complaint/deficiency in the services NBT reserve the right to terminate the contract/agreement immediately without serving any notice.**

- (40) In case an agency gets the contract for providing manpower outside the city of its registration, the Agency would get its self-registered with EPF and ESIC of the concerned state and submit its copy of registration within one month of award of contract.
- (41) The personnel may also be required to perform outstation duties. Rates of Daily Allowance for outstation tours shall be at par with the corresponding category of regular employees at the minimum pay level.
- (42) The Trust works for five days in a week. Hence, rates under the Minimum Wages Act should be quoted accordingly in the prescribed form. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the NBT may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NBT from the contractor.
- (43) If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the NBT, such money shall be required to be payable by the contractor to the NBT within seven days. NBT shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- (44) All liabilities arising out of accident or death while on duty shall be solely borne by the contractor.
- (45) Any liability arising out of any litigation including those in Consumer Courts due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as & when required.

PARAMETERS FOR EXECUTION OF WORK (QUALIFICATION CRITERIA)

S.No.	Item	Essential Requirement			
1.	The firm should be registered having existence of at least 3 years.	Essential Requirement			
2,	Certified copy of Income tax returns & audited balance sheet and Profit & Loss A/c for last three years 2016-17, 2017-18 & 2018-19	Essential Requirement			
3.	Attested copy of Registration	Essential Requirement			
4.	Attested copy of EPF registration	Essential Requirement			
5,	Attested copy of ESI registration	Essential Requirement			
6.	Attested copy of GST Registration & GST return for year 2017-18, 2018-19, 2019-20 (nine months)	Essential Requirement			
7.	Attested copy of PAN Card	Essential Requirement			
8.	The firm has to declare the Company profile such as Partnership/[proprietorship/Memorandum & article of Association of the company	Essential Requirement			
9.	Specimen & Signature, Name, Address, Contact No., designation / capacity of the person signing the tender document on plain paper.	Essential Requirement			
10.	The firm should have atleast three years' experience of providing similar type of service and should have supplied minimum total of 300 manpower for each year to any Central/State Govt./PSUs. Documentary proof for the service rendered with such Central/State Govt./PSUs with duration of service shall be furnished indicating with the number of manpower supplied.			Essential Requirement	
	Service Providing Year	No. of Contracts	No., of Personnel provided		Name of Organizations.
	2017-18				
	2018-19				
	2019-20	Minimum 03 Contract			

11	Certificate regarding minimum 3 running contracts for various allied/supportive manpower services in the Financial Year 2019-2020 with more than 300 employees at one location supported by some documentary proof in the form of certificate from such organizations.	Essential Requirement
12.	Certified copy of last three years Accounts showing minimum annual turnover should be greater than or <b>equal to 1.8 crore</b> each year continuously.	Essential Requirement
13.	The bidder should must have successfully executed similar services, over the last three years, (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. NBT will verify the documents submitted by bidder, if required).  i) Three similar completed services costing not less than the amount equal to 2.4 Crore of the estimated yearly cost; or  ii) Two similar completed services costing not less than the amount equal to 3 Crore of the estimated yearly cost; or  iii) One similar completed service costing not less than the amount equal to 4.80 Crore of the estimated yearly cost.	Essential Requirement
14.	The Firm should be ISO certified	Essential Requirement
15.	An Affidavit in original on non judicial stamp paper being noted that "Agency has not been black listed at any time by a Government, Semi- Government or any other organisation"	Essential Requirement

(Signature of Tenderer with Rubber Stamp)

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**SPECIFICATION OF WORK**

The agency shall be responsible to provide services of below mentioned staff required in NBT for smooth functioning of the organization.

(1) for its office at New Delhi, Vasant Kunj

Complete address: National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II,  
Vasant Kunj, New Delhi-110070

S.No.	Name of the Post	Category of the Post	Minimum Qualification and Experience	Remarks
1.	Executive Sales	Skilled	Should possess a Bachelor's Degree from a recognized university, should be fluent in English and Hindi, and should have at least 2 years' experience in sales and marketing of books, having good working knowledge of Computer	The personnel shall be required to perform field duty within as well as outside Delhi
2.	Executive Assistant (Graduate & Above)	Skilled	a) A degree from a recognized university b) One year certificate in Computer Applications c) Data Entry Operations (8000 Key depression per hour)	
3.	Secretarial Assistant (Sr. Secondary & Above)	Skilled	Graduate in any stream with shorthand and typing speed of 80 wpm/40 wpm in English. The incumbent should have good knowledge of computer	
4.	Desk Assistant (Graduate & Above)	Skilled	a) A degree from a recognized university b) Training in the operation of EPBAX from a recognized university/department/institute c) Fluency in Hindi and English d) Clear voice and pronunciation and pleasing personality.	
5.	Clerical Assistant	Skilled (IInd Category)	Senior Secondary with minimum typing speed of 30 wpm in English. Due weight age will be given to those who can type both in English and in Hindi. Should possess working knowledge of computer	

(Signature of Tenderer with Rubber Stamp)

6.	Bus Operator (Heavy Duty)	Skilled	a) Should possess HTV valid Heavy Driving License without any disability and with full validity to drive such heavy vehicles b) Minimum 3 years' experience in driving heavy vehicles for long distance	
7.	Helper (For Bus Operator)	Semi-Skilled	Class Xth Pass	Personnel may also have to go on tour with the Exhibition vans to various parts of the country
8.	Helper	Unskilled	Class VIII Pass	
9.	Labourer	Unskilled	Class VIII Pass	

(2) **Bengaluru**, Hall No. 1, BDA, Shopping Complex, Banashankari II Stage, Bangalore-560070

(3) **Kolkata**, 61, M.G. Road, Kolkata-700073

(4) **Mumbai**, Ravindra Natya Mandir, First Floor, P.L. Deshpande Maharashtra Kala Academy, Prabhadevi, Mumbai-400025

(5) **Book Promotion Centre**: 1. Patna, 2. Hyderabad, 3. Kochi, 4. Chennai, 5. Cuttack, 6. Agartala, 7. Guwahati

**The requirement of manpower at headquarters will be approx. 120, at the three regional offices i.e. at Mumbai, Bengaluru and Kolkata will be approx. 10 -12 each and at the seven Book Promotion Centre will be approx. 3-4 each venue.**

**Requirement may increase or decrease/ categories may change as per decision of Competent Authority.**

Authorized Signature with Seal

(Signature of Tenderer with Rubber Stamp)

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**Tender Application and Technical Information**

**TENDER NO. \_\_\_\_\_**

**National Book Trust, India**

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Director,  
National Book Trust

Tender No.

Dated:

Subject:: Submission of Tender for providing various manpower services to National Book Trust ,India.

Dear Sir,

With reference to your above-mentioned Notice Inviting Tender, I/We hereby offer to provide complete services to National Book Trust in its premises at New Delhi/ Mumbai/Kolkata / Bengaluru, Book Promotion Centres- (1) Guwahati, (2) Hyderabad, (3) Chennai, (4) Kochi, (5) Patna, (6)Cuttack & (7) Agartala)( strike off whichever is not applicable) . I/We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of service and in case of any dispute; the decision of the Director, National Book Trust, India shall be final and binding on me/us.

A Demand Draft No.\_\_\_\_\_Dated\_ drawn on\_\_\_\_\_ intended for the prescribed amount of Rs.5,00,000/- (Rupees five lakh Only) in favour of the Director, National Book Trust, India, payable at New Delhi is enclosed as earnest money. I fully understand that in the event of my/our tender being accepted shall adjust this earnest money as security deposit payable by me/us for the faithful and satisfactory execution of the contract. However, the Security deposit may be refunded on satisfactory completion of the contact.

My/our PAN No \_\_\_\_\_ and GST No. \_\_\_\_\_

My/our Provident fund and E.S.I. numbers are PF \_\_\_\_\_ E.S.I. \_\_\_\_\_ (proof attached) respectively and I/We shall be responsible for paying the PF and ESI of our workers on monthly basis.

(Signature of Tenderer with Rubber Stamp)

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Copy of the license No. \_\_\_\_\_  
engage manpower is attached.

Dated \_\_\_\_\_ to

I/We shall have no claim to the refund of earnest money/Security prescribed against this tender in the event of my/our non compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory services/violation of any term/terms or if I/We withdraw services at any stage during the period of validity.

My/our Tender shall remain valid for a period of 90 days from the last date prescribed for submission of the tender against the above-mentioned notice. My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unconditional acceptance. My/Our tender constitutes a firm offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding of Contract Act1872.

Thanking you,

Yours faithfully,

Place

Date

Signature with stamp  
Full Address

(Signature of Tenderer with Rubber Stamp)

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TECHNICAL INFORMATION AND UNDERTAKING

1. THE FIRM/COMPANY

a) Name \_\_\_\_\_

b) Regd. Address \_\_\_\_\_

c) Address of Office at Delhi/NCR \_\_\_\_\_

d) Contact Person's

i) Name & Designation \_\_\_\_\_

ii) Tel NO. Landline \_\_\_\_\_ Mobile \_\_\_\_\_

iii) Email ID \_\_\_\_\_

2. Type of Firm: Private Ltd./Public Ltd./Cooperative/NGO/PSU  
(Please tick and enclose copy of Memorandum/Articles of Association/Certificate of Incorporation) -----enclosed

3. PAN/No.: \_\_\_\_\_ (Please enclose photocopy)

4. TIN No.: \_\_\_\_\_ (Please enclose photocopy)

5. GST No.: \_\_\_\_\_ (Please enclose photocopy)

GST return for the year 2017-18, 2018-19, 2019-20 (Nine months) should be enclosed.

6. EPF Registration No.: \_\_\_\_\_ (Please enclose photocopy)

7. ESI Registration No.: \_\_\_\_\_ (Please enclose photocopy)

8. Copy of Labour License No. \_\_\_\_\_

9. Copy of Registration under Contract Labour/Delhi Contract Act.

10. Copy of Income Tax Return for the last three years 2016-17, 2017-18 & 2018-19

11. (a) Annual Turnover for the last 3 years

2016-2017 \_\_\_\_\_

2017-2018 \_\_\_\_\_

2018-2019 \_\_\_\_\_

(Signature of Tenderer with Rubber Stamp)

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11. (b) Please enclose copies of ITR/audited balance sheet and P&L A/C etc.)  
\_\_\_\_\_ enclosed (Please specify).

12. The firm should be ISO certified (Bidder to enclosed relevant ISO Certificate)

13. In case of applying for more than one state the firm must have an Liasion of concerned state and a copy of the same should be attached with Tender documents.

14. The firm should have atleast three years' experience of providing similar type of service and should have supplied minimum total of 300 manpower for each year to any Central/State Govt./PSUs. Documentary proof for the service rendered with such Central/State Govt./PSUs with duration of service shall be furnished indicating with the number of manpower supplied.

Service Provider	No. of Contract	No. of Security Personnel provided	Name of Organization
2017-2018			
2018-2019			
2019-2020	Minimum 3 Contract		

15. The bidder should must have successfully executed similar services, over the last three years, (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. NBT will verify the documents submitted by bidder, if required).

i) Three similar completed services costing not less than the amount equal to 2.4 Crore of the estimated yearly cost; or

ii) Two similar completed services costing not less than the amount equal to 3 Crore of the estimated yearly cost; or

iii) One similar completed service costing not less than the amount equal to 4.80 Crore of the estimated yearly cost.

16. Declaration in Affidavit on Non Judicial Stamp Paper duly countersigned by Notary that they have not been banned or debarred by any Govt./Quasi Government Department/PSU & all documents/information submitted by them are genuine and correct.

17. Any other information important in the opinion of the tenderer.

(Signature of Tenderer with stamp of the firm)

Date Place

(Signature of Tenderer with Rubber Stamp)

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**Undertaking**

1. I/We undertake that I/we have carefully studied all the terms and conditions and understand the parameters of the proposed work of the NBT and shall abide by them.
2. I/We further undertake that the information given in this tender are true and correct in all respects and I/we hold the responsibility for the same.

(Signature of the tenderer with stamp of the firm)

Date Place

(Signature of Tenderer with Rubber Stamp)

Page No. 27

No. \_\_\_\_\_

**NATIONAL BOOK TRUST INDIA**  
**Nehru Bhawan, 5, Institutional Area, Phase-II Vasant Kunj, New Delhi**  
COST of Tender Form (Rs.1180/-) (including GST)  
**(Financial Bid)**

**TENDER FORM**

S.No.	Name of the Post	Category of the post	Minimum Wages (As per Minimum Wages Act) Per Month	Service Charge inclusive of cost of Fidelity Bond & Indemnity Bond, etc.
1.	Executive Sales (Graduate & Above)	Skilled	Rs.19522	
2.	Executive Assistant (Graduate & Above)	Skilled	Rs.19522	
3.	Secretarial Assistant (Sr. Secondary & Above)	Skilled	Rs.19522	
4.	Desk Assistant (Graduate & Above)	Skilled	Rs.19522	
5.	Clerical Assistant (Secondary but not Graduate)	Skilled (IInd Category)	Rs.17924	
6.	Bus Operator (Heavy Duty)	Skilled	Rs.17924	
7.	Helper (Bus Operator)	Semi-Skilled	Rs.16284	
8.	Helper	Unskilled	Rs.14806	
9.	Labourer	Unskilled	Rs.14806	

(Signature of Tenderer with Rubber Stamp)

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1. Rate to be quoted in % as well as in amount wherein applicable.
  2. Other terms & conditions, if any, should also be specified.
  3. Minimum wages "Subject to revision as modified by the Government from time to time.
  4. EPF, ESIC, GST & TDS will be paid as par applicable rates.
  5. Minimum wages of respective states or Delhi Govt. rate whichever is higher will be applicable. Statutory payment for compliance of Labour Laws in force like Bonus etc. will be payable by the NBT.
  6. A copy of the challan deposit of EPF and ESI of previous month alongwith copy of salary disbursement register & leave records in prescribed format should be submitted while issuing the current bill.
  7. Any loss to the property of NBT by negligence & theft, by the employee of the contractor, will be recouped by the contractor in full.
  8. Service charge should include Fidelity Bond in f/o NBT for Sale & Staff Drivers (for covering loss of damage to be vehicle & Third party claim if any) dealing cash = 25.00 Lakh each for every personnel  
Other Staff = 1.00 Lakh each for every personnel
- No separate payment will be made for the cost of fidelity Bond, it should be inclusive in service charge shall be made active during the full period of contract.
9. Minimum Wage, EPF, ESI quoted as on date, any changes applicable as per the Govt. rules

Enclosures:

- a. Provident Fund No.
- b. ESI No.
- c. Registration No.
- d. PAN Card
- e. GST No.
- f. Copy of the latest order of the State Govt. showing minimum wages of the concerned state.

I/We hereby accept all the terms and conditions of the Tender as contained in Annexure- I of the Tender Document.

(Signature of the Tenderer with seal)

(Signature of Tenderer with Rubber Stamp)

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