

## 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070 Tel.: 011-26707873/798

Website: www.nbtindia.gov.in, E-mail: ad.estb@nbtindia.gov.in

# TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT FOR PROVIDING MANPOWER SERVICES AT NATIONAL BOOK TRUST, INDIA

1. Bidders have to upload following essential technical documents along with the Bid

Application through GeM Portal:-

S.No	Item	Essential Requirement
1.	The firm/company should be registered having existence minimum for four years (Attested copy of Registration to be uploaded)	Essential
2.	a) Audited Balance Sheet and Profit & Loss Account for last four Financial years i.e. 2018-19, 2019-20,2020-21 & 2021-22	Essential
	b) Certified copy of Income tax return for last three financial years i.e. 2018-19, 2019-20 & 2020-21	
3.	<ul><li>a) Attested copy of EPF registration.</li><li>b) Attested copy of ESI registration</li></ul>	Essential
	c) "Affidavit to be provided for no case of statutory compliance is pending"	
4.	Attested copy of GST Registration and GST return for last quarter from April 2022 to June 2022	Essential
5.	Attested copy of PAN Card	Essential
6.	The firm has to declare the Company profile such as Partnership / proprietorship/ Memorandum & article of Association of the company. No consortium or any of partnership specifically formed temporarily to qualify for applying the tender shall be considered.	Essential
7.	Specimen & Signature, Name, Address, Contact No., designation / capacity of the person signing the tender document on plain paper on behalf of the bidder alongwith seal & signature of the Competent	Essential
	Authority.	
8.	Certified copy of Annual Turnover: Out of four financial years (2018-19, 2019-20, 2020-2021 & 2021-2022), turnover should be showing minimum annual turnover of greater than or equal to Rs, 4.5 crore of any three financial years.	Essential

9.	The bidder must have successfully executed <b>similar services</b> , over the <b>last four years (</b> i.e. 2018-19, 2019-20,2020-21 & 2021-22), (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).	Essential
10.	The Firm should have valid ISO certificate.	Essential
11.	A notarized Affidavit on Rs. 100/- 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 PSU during the last three years. If blacklisted reason for blacklisting, period of blacklisting alongwith notification of blacklisting may be specified. If information is concealed or wrong facts are submitted, the bidder may be rejected even after award of the contract.	Essential
12.	The firm should have at least four years' experience (2018-2022) of providing Manpower services and should have supplied minimum total of 150 at single location in every year is mandatory) to any Central/State Govt./PSUs/ Govt. Bodies. 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. The work order copy/any valid documents may be attached specifying the category of manpower in quantity/value with a statement in chronological order with a certificate to justify the same.	Essential
13.	Acceptance letter for Tender's terms and conditions (To be given on Firm/Company Letter Head.).	Essential
14.	Integrity pact undertaking on firm/Company Letter Head as per annexure-I	Essential
15.	The contractor shall indemnify and hold NBT harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor. A separate indemnity bond on Rs.100/- judiciary stamp certification from Notary has to be provided.	Essential
16.	The rates for service charges quoted by the Bidder in BOQ(Bill of quantities) /Service Charges performa should be uploaded on GeM Portal and also signed and stamped by the bidder.	Essential

- 2. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the NBT and if any change is required on part of the NBT fresh list of staff shall be made available by the agency after each and every change. The agency to employ adult and skilled/trained labour only.
- 3. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for jobs. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the NBT and to the Labour Department.
- 4. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number

allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the workers engaged for NBT jobs is required to be submitted to NBT. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time NBT is entitled to recover the equal amount from any bill due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for NBT.

- 5. Payment to the service provider would be strictly on satisfactory certification by the officer concerned of NBT.
- 6. Any payment i.e. salary, advances etc. to the Manpower Personnel shall be through account payee cheque, online mode only. Cash payment to any Manpower Personnel is not allowed.
- 7. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of NBT. They will have to register their attendance on the bio-metric machine installed at the reception both on entry and exit. While raising the bill, the deployment particulars of the personnel engaged during each month, should be shown. In case in any day of the month number of persons actually deployed found to be less than the one quoted by the Contractor, the amount equivalent to his wages as per basic minimum wage would be deducted from his bill. All the persons deployed will be required to provide their Aadhar numbers for identification and bio metric attendance.
- 8. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 9. Contractor and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by the NBT and shall not knowingly lend to any person or company any of the effects of the NBT under its control.
- 10. The staff shall not accept any gratitude or reward in any shape.
- 11. Under the terms of their employment agreement with the Contractor the staff shall not do any professional or other work for reward or otherwise either directly or indirectly, accept for and on behalf of the Contractor.
- 12. That in the event of any loss occasioned to NBT, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NBT, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Head of the NBT will be final and binding on the agency.
- 13. The NBT shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the NBT.
- 14. The contractor shall be responsible to maintain all property and equipment of the NBT entrusted to it.
- 15. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/guest/visitors and should project an image of utmost discipline. NBT shall have right to have any person moved in case of staff complaints or as decided by representative of NBT if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

- 16. The eight hours shift generally will be from 9:00 hrs. to 17.30 hrs. with half an hour lunch in between .
- 17. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel provided by the contractor and based on the documentary proof jointly signed by the representative of the NBT and the contractor/his representative/personnel authorized by him stating that all the work agreed to by the contractor for daily weekly and monthly task as per specification of work detailed in the scope of work. In case any deficiency is found, relevant payment would be deducted from the payment for the month.
- 18. Any damage or loss caused by contractor's persons to NBT in whatever form would be recovered from the contractor.
- 19. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the NBT system immediately.
- 20. The contractor shall ensure that his personnel shall not at any time, without the consent of the NBT in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NBT and shall not disclose any information about the affairs of NBT. This clause does not apply to the information, which becomes public knowledge.
- 21. 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 and when required.
- 22. Bidder shall ensure that the insurance against any casualty with outsourced employees has taken and the cost of the insurance shall be born by the contractor only. In case of any tragedy or casualty with the outsourced employee, the bidder/ vender shall be responsible to pay the claim, if any of nominee of the outsourced employee.
- 23. The contractor shall deploy his personnel only after obtaining NBT approval duly submitting curriculum vitae (CV) of these personnel, if required followed by personnel interaction on job trial 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.
- 24. The contract period is 12 months from the date of the commencement of the service. On Satisfactory performance and mutual consent job can be extended for two more years on the same terms &conditions.
- 25. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices and/or causing any loss of revenue to the NBT shall be entitled to terminate the contract forth with duly forfeiting the contractor's Performance Guarantee.
- 26. 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. 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 deemed 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.
- **27.** The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 28. The contracting agency shall not employ any person below the age of 18 yrs. Manpower so engaged shall be trained for providing Manpower services and before joining.
- 29. 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.
- 30. The persons provided by the Agency should not have any adverse 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.
- 31. The service provider has to provide monthly pay slips to be issued mandatory to every contractual employees disclosing gross payment, deduction amount EPF/ESI etc. & net payment.
- 32. 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.

33. Fidelity Guarantee Insurance Bond for *following* personnel should be submitted to NBT for TA, Misc. advance drawn by contractual employees from NBT within a week of receiving work order assigning the charge of work. Service charge should include towards Fidelity Guarantee, Insurance Bond & Indemnity Bond etc. in f/o NBT for following manpower staff (for covering loss of damage of vehicle & Third party claims, if any)by the service provider.

1	Executive Assistant (Sales)	25 Lakh each for EA(Sales		
2	Marketing Assistant (Sales)	25 Lakh each for M.A. (Sales)		
3	Marketing Executive (Sales)	25 Lakh each for M.Em(Sales		
4	Business Analyst (Sales)	25 Lakh each		
5	Store Manager (Sales)	-do-		
6	Programme Officer	-do-		
7	Programme Assistant	-do-		
8	Sr. Event Executive	-do-		
9	Sales Promotion Assistant/ Book Shop Assistant	-do-		
10	Driver	-do-		
11	Other persons are deputed from different sections for sales Promotion Work	2.00 Lakh each for every personnel		

No Separate payment will be made for the cost of Fidelity Guarantee Insurance Bond, it should be inclusive in service charge which shall be made active during the full period of contract.

(Protect against any fraudulent or dishonest acts. Fidelity Guarantee Insurance covers the loss of money or other property belonging which are legally responsible for as a direct result of their action.

- 34. Payment of salary, OTA allowances & others by Bank mode only.
- 35. 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.
- 36. 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.

- 37. 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 NBTwithin a week of getting the contract.
- 38. 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 theirofficial duties in NBT.
- 39. he 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 thepart of persons deployed by him.
- 40. 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.
- 41. 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 confidentially or improper conduct.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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' section.
- 46. 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. Theywill be paid extra wages as per the rates notified.
- 47. 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.

- 48. As per the Delhi Shops and Establishment Act 1954 in compliance with Labour Law Leave facilities (Casual Leave/Sick & Earned Leave) agency (the service provider) will be wholly and exclusively responsible to compliance this. Exemption if any may be supported by certificate issued by labour commission/department.
- 49. 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 deposit challan particular of EPF, ESIC etc. of previous months exclusively for person deputed in NBT, of its workers engaged in the Department while raising monthly bill. The service provider shall make payment of Bonus to all personnel engaged through placement agency on or before 30 October of every year. Failure to pay bonus on time can lead to a fine of Rs. 5,000/- per day.
- 50. 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 responsible to compliance with above Act.
  If agency does not want to provide leave to manpower staff, then he should provide order from the Labour commission and submit to NBT office.
  Leave Records of every personnel is to be maintained by service provider & the leave balance may be recorded /mentioned in salary slip.
- 51. 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.
- 52. 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 will release salary to manpower staff before 7 of every month. Failure to pay salary on time can lead to a fine of Rs. 5,000/- per day.
- 53. The service provider shall engage his official in first week of every month to resolve the salary issues/ other unforeseen issues at Trust's premises.
- 54. <u>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.</u>
- 55. 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.
- 56. No wage/remuneration will be paid to any staff for the days of absence from duty.
- 57. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of NBT.
- 58. 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.

- 59. 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.
- 60. 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.
- 61. 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
- 62. 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.
- 63. 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.
- 64. 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 PSU during the last three years. If blacklisted reason for blacklisting, period of blacklisting alongwith notification of blacklisting may be specified. If information is concealed or wrong facts are submitted, the bidder may be rejected even after award ofthe contract.
- 65. 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 medicalfitness.
- 66. Declaration of the agency that they will abide with compliance of EPF/ESIC and other Labour laws inforce as applicable from time to time.
- 67. 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.
- 68. 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.
- 69. 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.
- 70. 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
- 71. The right to terminate the contract/agreement immediately without serving any notice.

- 72. 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 copyof registration within one month of award of contract.
- 73. 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.
- 74. 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.
- 75. 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.
- 76. All liabilities arising out of accident or death while on duty shall be solely borne by the contractor.
- 77. 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
- 78. The staff engaged by the contractor shall not take part in any staff union and association activities.
- 79. The service provider should be in position to bear the expenses of salary of Manpower personnel for at least two month in case of payment not processed/ released by NBT due to unavoidable circumstances.
- 80. Payment to the service provider would be strictly on satisfactory certification by the officer concerned.
- 81. NBT shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. NBT does not recognize any employee employer relationship with any of the workers of the contractor.
- 82. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract, it shall be recovered by the NBT from the agency.
- 83. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by NBT.
- **84.** The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of

acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

- 85. No Registration Fee/ Commission from any person shall be charged by the contractor for offering job in NBT, India. All these Registration Fee/ Commission shall be inclusive in the Service Charges to be offered by the Contractor in the Financial Bid.
- 86. If the Contractor found to irregularities of the above points, shall be liable for legal action including blacklisting.
- 87. MSME Act: All the provisions of the MSME Act shall be applied for this Bidding.
- 88. The Director, NBT reserved the right to accept or reject any or all the Tender without assigning any reason whatsoever.

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.

NBT, India reserves the right to ask for any document even after opening of technical bid for clarification, if any, from any bidder in the interest of successful completion of tendering process without any prejudice.

NBT, India reserves the tight to modify/incorporate/any term & condition of the tender if circumstances warrantso at later stage by adopting uniform/judicious approach with all the bidders

#### 89. Performance Security

The bidder would have to submit the Performance Security to the value of 3% of contract value (refundable) in the form of Demand Draft in favour of *National Book Trust, India payable at New Delhi* within 10 days from the day of issue of work order. The Performance Guarantee could be forfeited by the NBT in the event of any breach or negligence or non-observance of any condition of contract by the agency.

## 90. Other Terms & Conditions

- a. NBT reserves the right to increase or decrease the Manpower staff strength.
- b. Minimum wages: Subject to revision as notified by the Government from time to time.
- c. EPF, ESIC, GST & TDS will be paid as par applicable rates.
- d. 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. Exclusively for manpower deputed in NBT
- e. A copy of challan deposit of EPF and ESI of previous month alongwith copy of salary disbursement register & leave record in prescribed format should be submitted while issuing the current bill.

f.	Any loss to the property of NBT by negligence & contractor, will be recouped by the contractor in full.	theft,	by	the	employee	of	the

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

(Signature of the tenderer with stamp of the firm)

Date Place

#### **ANNEXURE-I**

## UNDERTAKING (to be submitted by the Bidder)

Date:

To, The Director National Book Trust, India Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070

Sub: Submission of Tender 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 Agartala, Guwahati, Cuttack, Chennai, Hyderabad, Kochi, Patna, North-East, Bhopal, Lucknow and Dehradun etc.

Ref:	Tender No. & Date_	

Sir,

I/We (The Bidder/Contractor) confirm acceptance and compliance with the Integrity Pact in letter and spirit.

I/We (The Bidder/Contractor) confirm that the Integrity Pact is signed without any variation (or) modification.

I/We (The Bidder/Contractor) agree that the Integrity Pact is deemed as part of NIT/Contract and we are bound by its provisions for the entire Pact duration as per Section 9 of the enclosed Integrity Pact format.

I/We declare that I/We not paid and shall not pay any bribe to any officer of NBT for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of NBT asks for bribe/gratification, I/We shall immediately reply it to the Director, NBT.

In case, if we (The Bidder/Contractor) fails to honour the above conditions, NBT shall have absolute right to take action as per Section 3 of the Integrity Pact format.

Yours faithfully,

(BIDDER)

Signature with stamp & full Address