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 and Regional Offices at Mumbai/Kolkata/Bengaluru in the following categories, on contract basis, initially for one year:-

1. Sales and Marketing Personnel
2. Data Entry Operator
3. Secretarial Personnel
4. Telephone Operator-cum-Receptionist
5. Typist/Clerk
6. Driver (Heavy Duty)
7. Cleaner
8. Casual Labourer

Tender Form can be obtained from the Dy. 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 5.00 p.m. against payment of Rs.1000/- in cash/Demand Draft or the Tender document can be downloaded from the Trust’s website 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 tender.

Sale of tender document : 01st January to 24th January 2014
Tender fee : Rs.1,000/-
Earnest Money Deposit : Rs.50,000/-
Last date of receipt : 27th January 2014 upto 5.00 p.m.
Date of opening of tender : 28th January 2014 - 11.00. a.m. (Technical bid)
                       29th January 2014 - 2.00 p.m. (Financial bid)

Director, NBT, India reserves the right to accept or reject any or all the Tenders without assigning any reason whatsoever.
निविदा सूचना

राष्ट्रीय पुस्तक न्यास, भारत
NATIONAL BOOK TRUST, INDIA
नेहरू भवन, 5 इंस्टीट्यूटीयूणल एरिया, फेज–2
वसंत कुंज, नई दिल्ली–110070

1. विक्रय एवं विपणन कार्यक
2. डाटा एंट्री ऑपरेटर
3. सचिवालयी कार्यक
4. टेलीफोन ऑपरेटर/सह स्वागतकर्मा
5. टककक/लिमिक
6. चालक (हेवी ड्यूटी)
7. कलाकार
8. अनियम मजदूर

निविदा प्रपत्र किसी भी कार्य दिवस पर प्रातः 10:00 बजे से सायं 5:00 बजे तक ₹1000/- के नकद भुगतान/डिमांड ड्राफ्‌ट द्वारा उप निदेशक (स्थान) राष्ट्रीय पुस्तक न्यास, भारत, 5 इंस्टीट्यूटीयूणल एरिया, फेज–2, वसंत कुंज, नई दिल्ली – 110070 से प्राप्त किया जा सकता है अथवा निविदा प्रपत्र व्यापक की वेबसाइट www.nbtindia.gov.in से डाउनलोड भी किया जा सकता है। निविदा प्रपत्र शुल्क, बैंक ड्राफ्‌ट/बैंकर्स चेक जो कि निदेशक, एनबीटी, इंडिया, नई दिल्ली के पक्ष में देय हो। संपूर्ण निविदा के साथ द्वारा प्रेषित किया जा सकता है।

निविदा प्रपत्र की विकी 1 जनवरी से 24 जनवरी, 2014
निविदा प्रपत्र का मूल्य ₹. 1,000/-
अतिरिक्त जमा राशि ₹. 50,000/-
प्राप्ति की अंतिम तिथि 27 जनवरी, 2014, सायं 5:00 बजे तक
निविदा खोलने की तिथि 28 जनवरी, 2014, प्रातः 11:00 बजे (तकनीकी बोली)
29 जनवरी, 2014, अपराह्न 2:00 बजे (वित्तीय बोली)

निदेशक, राष्ट्रीय पुस्तक न्यास, भारत के पास बिना कोई कारण बताए किसी अथवा सभी निविदाओं को स्वीकृत अथवा निरस्त करने का अधिकार सुरक्षित है।
### TENDER FOR SUPPLY OF MANPOWER TO NBT

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<th>:</th>
<th><strong>01st January 2014</strong></th>
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<td>:</td>
<td><strong>27th January 2014 up to 5.00 P.M.</strong></td>
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<td><strong>28th January 2014 at 11.00 A.M. (Technical Bid), 29th January, 2014 at 2:00 p.m. (Financial Bid)</strong></td>
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<td><strong>PLACE OF SUBMISSION OF TENDER</strong></td>
<td>:</td>
<td><strong>National Book Trust, India 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070</strong></td>
</tr>
<tr>
<td><strong>1. TELEPHONE NO</strong></td>
<td>:</td>
<td><strong>011-26707700, 26707721</strong></td>
</tr>
<tr>
<td><strong>2. FAX NO.</strong></td>
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<td><strong>011-26707721, 26121883</strong></td>
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Notice Inviting Tender

Subject: Submission of Tender for providing various supportive manpower services for the offices of National Book Trust at Delhi, Mumbai, Kolkata and Bangluru.

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 50 lakh per annum 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 running contracts with more than 20 employees at one location. 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. 1000/- (Rupees one thousand only) (Non-Refundable) in the form of demand draft favoring Director, National Book Trust, India, payable at New Delhi, from the office of NBT, Vasant Kunj 10.00 a.m. to 5.00 p.m. during 01st January to 24th January 2014 (Except Saturdays, Sundays and Holidays).

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 services for National Book Trust, Nehru Bhavan, Vasant Kunj, New Delhi - 110070.”
5. The technical bid shall be opened on **28th January 2014 at 11.00 AM** in the presence of the Tenderer or their representatives who wish to be present. The technical bids shall be scrutinized by the committee constituted for the purpose. The Committee will assess the ability of the agencies to supply requisite 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. The financial bids will be opened on **29th January 2014 at 2.00 PM**.

6. Tender can be obtained from the office of the Trust on the address mentioned above as per the schedule given below:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Tender Schedule</th>
<th>Date and time</th>
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<tr>
<td>1</td>
<td>Issue of tender from NBT office</td>
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| 3      | Date of opening of tender               | Technical Bid: 28th January 2014, 11.00 a.m.  
Financial Bid: 29th January 2014, 2.00 p.m. |

8. 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.

9. Earnest Money Deposit (EMD) amounting to **Rs.50,000/- (Fifty thousand 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.**
10. 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.

11. Tender containing any condition leading to unknown/indefinite liability, are liable to be summarily rejected.

12. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

13. Tenders shall remain open for acceptance for a period of 90 days from the date of opening of Technical Bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions 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.

14. The number of posts given in the specification of work is approximate. Requirement may increase or decrease as per decision of competent Authority.

i. Director

ii. NBT
3. GENERAL TERMS AND CONDITION OF CONTRACT

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
The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed stamped on the last page together with legible initials on each page. Initial / signature will indicate the acceptance of the tender papers by the tenderer. The schedule of rates 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) Corrections, if any, are to be initialed.

iii) 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.

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

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.

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 along with 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(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) Any correction, mutilation or overwriting in figures of rates should be attested by Authorized Signatory; otherwise the quotation may not be considered.

7 (B) Technical Bid: The tenderer should submit the technical details in Contract Form.

7 (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 only in the price schedule. The basic minimum wages, PF subscription, ESI contribution, Service Tax are fixed as per Government notifications, subject to revision from time to time. Service charges quoted should not be less than tax deducted at source.

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. 50,000/- (Rs. Fifty thousand only) should be submitted in the form of a Demand Draft along with Technical bids.

11.2 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.

11.3 The tenders without Earnest Money Deposit will be summarily rejected.

11.4 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.

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 Security

The successful bidder would have to submit the performance guarantee to the value of 10% of the basic value of the work order in the form of DD or alternatively in the form of bank guarantee to NBT within 10 days from the date of issue of work order. The earnest money i.e. Rs. 50,000 (Rs. Fifty thousand) 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 contract or 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.

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. Agency can apply in one or more than one separately.

23. **Validity of tender**

The tender is valid for a period of 90 days.
SPECIAL CONDITIONS OF THE CONTRACT

(1) The persons to be provided by the contractor will be selected by the Selection committee through interview.

(2) All services shall be performed by persons qualified and skilled in Performing such services as per the eligibility criteria.

(3) 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 a request.

(4) 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.

(5) 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.

(6) 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/organization matters which they came across during performance of their official duties in NBT.
(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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 Sunday and other gazetted holiday, if required. They will be paid extra wages as per the rates notified.

(14) 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 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 required to provide particular of EPF, ESIC etc. of previous month, of its workers engaged in the Department while raising monthly bill.
(15) 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 third week 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 7th of every month.

(16) 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.

(17) No wage/remuneration will be paid to any staff for the days of absence from duty.

(18) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of NBT.

(19) 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.

(20) 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.

(21) 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.

(22) 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 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.
(23) NBT will maintain an attendance register 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.

(24) 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 is 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.

(25) 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 three months of award of contract.

(26) 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.

(27) 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.

(28) 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.
## PARAMETERS FOR EXECUTION OF WORK (QUALIFICATION CRITERIA)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>The firm should be registered and have existence of at least 3 years</td>
<td>Essential</td>
</tr>
<tr>
<td>2.</td>
<td>The firm should have valid licence under Contract Labour (Regulation &amp; Abolition) Act, 1970</td>
<td>Essential</td>
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<td>3.</td>
<td>In case of applying for more than one state the firm must have an All India license</td>
<td>Essential</td>
</tr>
<tr>
<td>4.</td>
<td>The firm should have the experience of working with Central/State Government/PSU/Autonomous Organization for past 3 years as follows;</td>
<td>03</td>
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<tr>
<td></td>
<td>a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost; or</td>
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<td></td>
<td>b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost; or</td>
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<tr>
<td></td>
<td>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost</td>
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<tr>
<td>5.</td>
<td>Certificate regarding minimum 3 running contracts with more than 20 employees at one location supported by some documentary proof in the form of certificate from such organizations.</td>
<td>02</td>
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<tr>
<td>6.</td>
<td>Certified copy of last three years Audited Accounts showing minimum annual turnover of Rs.50 Lakh each year continuously from similar services</td>
<td>03</td>
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<tr>
<td>7.</td>
<td>Certified copy of Income tax returns for last two years</td>
<td>01</td>
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<tr>
<td>8.</td>
<td>Attested copy of Registration</td>
<td>01</td>
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<td></td>
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<td>Essential</td>
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<td>10.</td>
<td>Attested copy of ESI registration</td>
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</table>
Chapter 5

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>NAME OF THE POST</th>
<th>CATEGORY OF THE POST</th>
<th>MINIMUM QUALIFICATION AND EXPERIENCE</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sales and Marketing Personnel (Graduate &amp; Above)</td>
<td>Skilled</td>
<td>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</td>
<td>The personnel shall be required to perform field duty within as well as outside Delhi</td>
</tr>
</tbody>
</table>
| 2.    | Data Entry Personnel (Graduate & Above) | Skilled | a) A degree from a recognized university  
b) Diploma/Certificate in Computer Applications  
c) Data Entry Operations (8000 Key depression per hour) | |
<p>| 3.    | Secretarial Personnel (Graduate &amp; 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 | |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Skill Level</th>
<th>Qualifications</th>
</tr>
</thead>
</table>
| 4.  | Telephone Operator-cum-Receptionist     | Skilled     | a) A degree from a recognized university  
|     | (Graduate & Above)                      |             | 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.  | Typist/Clerk (Senior Secondary but not Graduate) | Skilled     | Senior Secondary with minimum typing speed of 30 wpm in English. Due weightage will be given to those who can type both in English and in Hindi. Should possess working knowledge of computer. |
| 6.  | Driver(Heavy Duty)                      | Skilled     | a) Should possess HTV valid Driving Licence without any disability and with full validity to drive such heavy vehicles  
|     |                                         |             | b) Minimum 3 years’ experience in driving heavy vehicles for long distance  
|     |                                         |             | The Drivers will have to drive heavy exhibition vans in various parts of the country. |
| 7.  | Cleaner                                 | Semi-skilled| Class Xth Pass  
| 8.  | Casual Labourer                         | Unskilled   | Class VIII pass  
|     |                                         |             | Unskilled personnel may also have to go on tour with the exhibition vans to various parts of the country. |

Authorized Signature with Seal
The requirement of manpower at headquarters will be approx. 75 and at the three regional offices i.e. at Mumbai, Bengaluru and Kolkata will be approx. 10 each.

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

Authorized Signature with Seal
Tender Application and Technical Information

TENDER NO. –Establishment

National Book Trust

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/ Bangalore (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. 50,000/- (Rupees Fifty Thousand 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 you 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 Service tax 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.

Copy of the license No.______________________ Dated______________ to engage manpower is attached.

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 Act 1872.

Thanking you,

Yours faithfully,

Place
Signature

Date
with stamp

& Full Address
TECHNICAL INFORMATION AND UNDERTAKING

Subject: Notice inviting tender for _________________________________

1. Name of the Tenderer/Concern

2. Legal Status of the concern
   (i.e. sole proprietor or partnership firm or a company or a Government Department or a Public Sector Undertaking)

3. Present Address

4. Permanent Address

5. Earnest Money

6. DD No. & Date, Name of the Bank & Branch.

7. Whether each page of NIT and its Annexure have been signed and stamped.

8. Proposed date to start the services. ___________________

9. List of Major Customers may be given on a separate sheet and proof of satisfactory execution

10. Proof of the last three years’ turnover of the firm which should not be less than Rs.50 Lakhs each continuously for the preceding three years.

11. Permanent Account Number

12. EPF registration No.

13. ESIC Registration No.

14. Whether copies of Audited Accounts for the past three years enclosed _________________________.

15. Copies of the service tax returns for the last three years.

16. The firm should have valid license under Contract Labour (Regulation & Abolition) Act, 1970.

17. In case of applying for more than one state the firm must have an All India license from Ministry of Labour and a copy of the same should be attached with Tender documents.
18. Certificate regarding minimum 3 running contracts with more than 20 employees at one location supported by some documentary proof in the form of certificate from such an organizations.

19. Attested copy of income tax clearance.

20. Attested copy of service tax registration

21. Attested copy of PAN card

22. Experience certificate of service Provider covering execution to various State Govts/ Central Government/PSUs/Autonomous organization.

23. The Work Order from the concerned Organization/Deptt. should be submitted, in support of the experience.

24. 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.

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

(Signature of Tenderer with stamp of the firm)

Date

Place

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
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<th>Service Charge</th>
<th>Total per day wages to be paid by the NBT</th>
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<td>Skilled</td>
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<td>(b)</td>
<td>(c)</td>
<td>(e)</td>
<td>(a+b+c+d+e)</td>
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<tr>
<td>2.</td>
<td>Data Entry Personnel (Graduate &amp; Above)</td>
<td>Skilled</td>
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<td>Skilled</td>
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<tr>
<td>4.</td>
<td>Telephone Operator-cum-Receptionist (Graduate &amp; Above)</td>
<td>Skilled</td>
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<td>6.</td>
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<td>Skilled</td>
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<tr>
<td>7.</td>
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<td>Semi-skilled</td>
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<td>8.</td>
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2. Other terms & conditions, if any, should also be specified.

3. * Subject to revision as notified by the Government from time to time.

4. Rates quoted (service charges) should not be less than the TDS deducted at source.

5. The requirement of manpower at headquarters will be approx. 75.

6. Minimum wages of respective states or Delhi Govt. rate whichever is higher will be applicable.

7. A copy of deposit of EPF and ESI of previous month should be submitted while issuing the current bill.

Enclosures:
1. Provident Fund No.
2. ESI No.
3. Registration No.
4. PAN Card
5. Service Tax No.
6. 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)
# TENDER FORM

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<td><strong>Rs.</strong></td>
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2. Other terms & conditions, if any, should also be specified.

3. * Subject to revision as notified by the Government from time to time.

4. Rates quoted should not be less than the TDS deducted at source.

5. The requirement of manpower at Bangalore office will be approx. 10.

Enclosures:

7. Provident Fund No.
8. ESI No.
9. Registration No.
10. PAN Card
11. Service Tax No.
12. 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)
**NATIONAL BOOK TRUST, INDIA**

**Eastern Regional Office**

61, M.G. Road, Kolkata-700 073

COST of Tender Form (Rs.1000/-)

**TENDER FORM**

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2. Other terms & conditions, if any, should also be specified.

3. * Subject to revision as notified by the Government from time to time.

4. Rates quoted should not be less than the TDS deducted at source.

5. The requirement of manpower at Kolkata office will be approx. 10.

Enclosures:

13. Provident Fund No.
14. ESI No.
15. Registration No.
16. PAN Card
17. Service Tax No.
18. 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.

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<td>(Graduate &amp; Above)</td>
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<td>2.</td>
<td>Data Entry Personnel</td>
<td>Skilled</td>
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<td>(Graduate &amp; Above)</td>
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<td>3.</td>
<td>Secretarial Personnel</td>
<td>Skilled</td>
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<td></td>
<td>(Sr. Secondary &amp; Above)</td>
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<td>4.</td>
<td>Telephone Operator-cum-Receptionist</td>
<td>Skilled</td>
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<td></td>
<td>(Graduate &amp; Above)</td>
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<td>5.</td>
<td>Typist/Clerk</td>
<td>Skilled</td>
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<td></td>
<td>(Sr. Secondary but not Graduate)</td>
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<td>6.</td>
<td>Driver(Heavy Duty)</td>
<td>Skilled</td>
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<td>7.</td>
<td>Cleaner</td>
<td>Semi-skilled</td>
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<td>8.</td>
<td>Casual Labourer</td>
<td>Unskilled</td>
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</tbody>
</table>
1. Tenderers to fill up the column (e) in percentage. If Rates are quoted in any other form, the Bid will be summarily rejected.

2. Other terms & conditions, if any, should also be specified.

3. * Subject to revision as notified by the Government from time to time.

4. Rates quoted should not be less than the TDS deducted at source.

5. The requirement of manpower at Mumbai office will be approx.10.

Enclosures:

19. Provident Fund No.
20. ESI No.
21. Registration No.
22. PAN Card
23. Service Tax No.
24. 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)