



राष्ट्रीय पुस्तक न्यास, भारत
मानव संसाधन विकास मंत्रालय, भारत सरकार
NATIONAL BOOK TRUST, INDIA
Ministry of Human Resource Development, Govt. of India

Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070
Tel.: 011-26707700-873/831, Fax: 011-2612883
Website: www.nbtindia.gov.in, E-mail: ad.admn@nbtindia.gov.in

26TH NEW DELHI WORLD BOOK FAIR
06TH JANUARY TO 14TH JANUARY 2018, PRAGATI MAIDAN, NEW DELHI

TENDER DOCUMENT

SUBJECT: SUBMISSION OF TENDER FOR HIRING OF COMMERCIAL TAXIS.

National Book Trust (NBT), an autonomous organization under the Ministry of Human Resource Development, Government of India, desires to avail services of a Taxi hiring Service Agency for 26th New Delhi World Book Fair being held from 6th January to 14th January 2018 at Pragati Maidan, New Delhi.

TERMS AND CONDITIONS OF THE TENDER FOR HIRING OF COMMERCIAL TAXIS

NATURE OF WORK

Tender is invited under two bid system (Technical+Financial) Hiring of commercial taxis (Swift/ WAGON R/ DZIRE/ INDIGO CS/ FORD ICON /XYLO/ INNOVA/ TAVERA / EECO), as per details given in the proforma at **Annexure-I**.

TERMS AND CONDITIONS

1. The tender shall be submitted on the prescribed tender form (**Annexure-I**). Tender should be filled in only as per unit for which is called for, deviation from which will cause rejection of the whole tender.
2. All pages of tender document should be duly filled-up and signed by the authorized signatory along with EMD of ₹ 25,000/- (Twenty Five Thousand only) and all supporting documents (duly signed) should be submitted in a sealed envelope super scribed TECHNICAL BID FOR HIRING OF COMMERCIAL TAXIS DURING NDWBF-2018; along with another sealed envelope containing dully filled and signed FINANCIAL BID (ANNEXURE II); envelope to be super scribed as FOR HIRING OF COMMERCIAL TAXIS DURING NDWBF-2018; these both envelopes should be sealed in a third envelope super scribed **as** BID FOR HIRING OF COMMERCIAL TAXIS DURING NDWBF-2018; The above procedure **must be** carefully followed in order to avoid any probable disqualification due to technical formalities of filling up of tender bid. If the cover of the tender is not sealed and marked, the NBT will assume no responsibility for the tender's misplacement or premature opening.
3. All covers of the tender must be superscribed "26th NDWBF: Tender for hiring of taxis" and addressed to the Director, National Book Trust, India and shall be accepted in the office of the National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070 till 10.00 AM on 14.12.2017. The bids shall be opened on same day at

1 | (Initial of Tenderer with Rubber Stamp)

10.30 AM. Tenderers or their authorized representatives may, if they so desire, be present at the opening of the tenders.

4. **Schedule of Tender.**

Sl. No.	Tender Schedule	Date and time
1	Tender Document sale starts on	25.11.2017
2	Last Date & Time of Submission	14.12.2017 at 10.00 AM
3	Date of opening of Technical Bids	14.12.2017 at 10.30 AM
4	Date of Pre-Bid	30.11.2017 at 10.30 AM
Earnest Money Deposit (Refundable) ₹ 25,000.00		

5. The Tenderers shall bear all costs associated with preparation of the tender. The NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
6. The Tenderer should clarify whether the individual signing the tender or other documents in connection with the tender signs as:
 - a. A “sole proprietor” of the firm or constituted attorney of such sole proprietor, or
 - b. A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. Alternatively, the tender should be signed by all the partners, or
 - c. Constituted Attorney if it is a company.
 - d. The tender should be signed by either the proprietor or by his authorized representative. In case of the later an authority letter should be enclosed with the tender.
7. Incomplete tenders are liable to be rejected. It means Tenderer should quote for all vehicles listed. If any vehicle is missed or not quoted the whole Tender will be rejected.
8. The requirement of vehicles mentioned in the schedule may be increased or reduced at the discretion of the NBT and no claim in this regard shall be entertained. If considered necessary, any item could be dropped completely.
9. The Tenderers should fill the rates both in figures as well as in words. The tender form may be filled in English and all entries must be handwritten in ink. Overwriting of rates is not permitted. Corrections, if any, should be attested by the Tenderer with his initials.
10. If there is a discrepancy in rates between words and figures, the amount in words will prevail.
11. Tenderers shall be required to deposit ₹ 25,000/- as Earnest Money (refundable) in the form of a demand draft drawn in favour of National Book Trust, India, payable at Delhi. Tenders not accompanied by the requisite Earnest Money shall be rejected summarily.
12. Each Tender should be accompanied by documentary evidence of the Tenderer being a registered/approved government contractor and of his having done work of a similar nature. In the absence of documentary evidence, the tender may be rejected.

13. The Tenderer's name, modifications, if any, withdrawal of tenders, and such other details as the NBT may consider appropriate will be announced when the tenders are opened.
14. The NBT will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
15. A tender determined as not substantially responsive will be rejected by the NBT and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
16. The NBT may waive any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Tenderers. The decision of the NBT in this regard will however be final.
17. The Tenderer should have sufficient fleet of all required vehicles. The firm should show registration numbers of vehicles owned by him in a certificate to be given along with the tender.
18. The requirement of vehicles may range from 20 to 30 per day, which may vary as per actual requirement and the vehicles may have to be provided at an extremely short notice. At times the vehicles may be required for 24 hours or more at a stretch. Failure to provide the vehicles will render the transporter liable to penalty as may be decided by the NBT. The decision of the NBT with regard to the quantum of penalty shall be final and binding on the transporter.
19. Further, failure on the part of the transporter to provide the vehicles as per our requirement will confer on the NBT the right to hire taxis through another transporter, in which event, the entire cost/damages so incurred by the NBT will have to be paid by the first transporter. Besides this, in case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a replacement vehicle immediately which is of same make and category.
20. The driver of each vehicle hired shall maintain a logbook of the movement of the vehicle, which must be got countersigned/verified by the user and controlling officer at the start and end of each day, in the absence of which payment will not be admissible. Km covered will be checked through google map in some cases to check the distance covered. Hence accurate maintenance of log book is essential.
21. If a vehicle is prosecuted due to any offence committed by a driver, the NBT will not be liable to make any payment either to the driver or to the transporter nor shall it be responsible for any third party liability. All vehicles provided must be in good working condition.
22. Representatives of the NBT shall have the authority to inspect the vehicles at the garage of the transporter before award of the contract.
23. Full and final payment to the transporter shall be made after conclusion of the World Book Fair, subject to the following:
 - (a) A certificate from the user and/or Controlling Officer nominated by NBT to the effect that the transporter had provided the taxis timely as per the requirement.

(b) Submission of a pre received bill, in duplicate, by the transporter.

However, subject to the recommendation of the Controlling Officer nominated by NBT for the purpose, running payment may be made during the period of the Fair.

24. The NBT will award the contract to the Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. The NBT shall however not bind itself to accept the lowest or any tender, wholly or in part.
25. Before award of the contract the successful tenderer will be required to deposit **₹1,000,00/- (One Lakh only)** as Performance Security (refundable) in the form of a Demand Draft drawn in favour of National Book Trust, India, payable at Delhi. The Performance Security deposited by the successful Tenderer will be retained till completion of the Fair. It can be forfeited by order of the Competent Authority of the NBT, India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance.
26. If the successful contractor backs out after award of the contract, Earnest Money Deposit is liable to be forfeited.
27. Income tax shall be deducted at source as applicable under the rules. **Permanent Account Number (PAN) allotted by the Income Tax Authorities must be quoted in Annexure-I** without which the tender is liable to be rejected.
 - a. The NBT reserves the right to accept or reject any tender, and to annul the tender process and to reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds for NBT's action.
 - b. The decision of the NBT in this regard would be final and binding.
28. The NBT is not bound to accept the lowest rates quoted by any Tenderer and reserves the right to accept the whole or any part of the tender which the Tenderer shall execute at the rates quoted.
29. The NBT and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute, arising between them under or in connection with the contract. However, any unresolved disputes would be subjected to the jurisdiction of Delhi courts only.
30. The NBT will have discretion to award the contract to more than one transporter. In such a condition, other bidders shall work at the lowest accepted rate.
31. Any loss to the NBT due to the negligence/lapse on the part of the transporter shall be borne by the contractor. Alternatively, the amount of loss will be deducted from the amounts payable to the transporter.
32. Rates for pick up and drop between Delhi/New Delhi/NCR and Domestic and International Airports too may be appropriately quoted. Taxi services will also be utilized in NCR (Gurgaon, Faridabad, Noida and Ghaziabad).
33. The Vendor, if fails to provide the vehicles as desired by the Trust and sends a higher

- category vehicle, in such a case the rate applicable to the vehicle intended by the Trust will be paid, no extra payment will be made.
34. Drivers should have valid license, experience of driving in Delhi , should be in proper uniform, courteous The contractor will ordinarily not be change the vehicle or driver unless & until specifically requested by NBT.
 35. In case of any complaint in vehicle or driver, contractor would replace the same it immediately at his own cost.
 36. All The vehicles should be comprehensively insured.
 37. The vehicles will have to be fitted/provided with the following additional accessories/utilities:
 - i. Clean seat covers
 - ii. Quality radio music system
 - iii. Reading lamp
 - iv. Tissue paper box
 - v. Car perfume
 - vi. Mobile charger
 - vii. Seat belts (front and rear)
 38. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated. Private care will not be allowed.
 39. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the National Book Trust, India. No driver should be changed unless the officer to whom the driver reports is apprised after Award of Contract.
 40. Declaration from the transporter on their letter-head stating that the drivers provided are of Good Character, vetted by Police for security, have valid driving license and are aware of the roads of Delhi will be provided to the NBT, India after Award of Contract.
 41. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
 42. The firm should have a provision to take bookings 24 x 7.
 43. The firm should be experienced in providing fleet for World class events, delegations, meetings and conferences etc.
 44. Any complaint from the users regarding poor upkeep, maintenance, non-availability of above accessories or any misbehavior of the driver would attract a deduction from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and/or vehicle from the fleet on the third instance either from per day rate or on pro rata basis.

45. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged to NBT, India.

46. 10% of the daily amount will be deducted in case of delayed reporting by the driver.

47. **Duration of Contract:**

The contract which is initially for a period of 1 year can be extended further 2 years if the agency agrees to provide the services on the same terms & 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.

48. **Validity of the bid**

The bid submitted by the Tenderers shall be valid for a minimum period of 120 days computed from the date of opening of the bid.

For any query may be contacted to Assistant Director (Admn.) at 011 – 26707873/824

NBT intends to hire taxi with commercial registration only out cars are not required at all.



राष्ट्रीय पुस्तक न्यास, भारत
मानव संसाधन विकास मंत्रालय, भारत सरकार
NATIONAL BOOK TRUST, INDIA
Ministry of Human Resource Development, Govt. of India

Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi – 110 070
Tel.: 011-26707700-873/831, Fax: 011-2612883
Website: www.nbtindia.gov.in, E-mail: ad.admn@nbtindia.gov.in

26TH NEW DELHI WORLD BOOK FAIR
06TH JANUARY TO 14TH JANUARY 2018, PRAGATI MAIDAN, NEW DELHI

Annexure-I

**HIRING OF TAXIES (SWIFT/WAGON R/DZIRE/INDIGO/FORD ICON/XYLO/INNOVA/
TAVERA / EECO**

PROFORMA

S. No.	Local Taxi	Rates (In ₹)		Remarks
		AC	Non-AC	
	<u>SWIFT/ WAGON R/EECO</u>			
1.	Upto 80 km & 9 hours			
2.	Extra runner per km			
3.	Extra detention per hour			
4.	Half day 4.5 hours 40 km			
5.	Parking charges would be as per actual on production of receipt.			
6.	Airport pickup & drop charges as per actual on production of receipt.			
	<u>DZIRE / INDIGO / FORD ICON</u>			
1.	Upto 80 km & 9 hours			
2.	Extra runner per km			
3.	Extra detention per hour			
4.	Half day 4.5 hours 40 km			
5.	Parking charges, if any.			
6.	Airport pickup & drop charges as per actual on production of receipt.			
	<u>XYLO/INNOVA/TAVERA</u>			
1.	Upto 80 km & 9 hours			
2.	Extra runner per km			
3.	Extra detention per hour			
4.	Half day 4.5 hours 40 km			

7 | (Initial of Tenderer with Rubber Stamp)

5.	Parking charges, if any.			
6.	Airport pickup & drop charges as per actual on production of receipt.			

Date:

Signature: _____

Place:

Name: _____

Address: _____

PAN: _____

I/We undertake to abide and be bound by the terms and conditions of the tender/contract.

List of documents submitted along with the tender:

1. Documentary evidence of the Tenderer being a registered/ approved government contractor and of his having done work of similar nature.
2. Registration Certificate.
3. PAN (attested photocopy of PAN Card).
4. GST/Service Tax No.

Sign of the Tenderer

with Official seal,

Tel. No. and date:

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

S.No.	Particular(s)	Yes	No
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 Annexure 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		
10.	Self-attested copy of PAN Card		
11.	Self-attested copies of authenticated balance sheet for last three years		
12.	Self-attested copy of the Income Tax Return for last 03 years		
13.	Self-attested copy of the GST Registration		
14.	Experience of working with Central or State Government/Public Sector Undertaking and Autonomous bodies or of Govt. of India, State Govt. or National Level Professional Bodies in India or abroad of providing similar services for 03 years (copies of work orders needs to be attached)		
15.	Specimen signature, name, address, contact No., designation/ capacity of the person OR authorized person signed the tender document on plain paper		
FINANCIAL BID			
1	Rates are quoted in the Tender Form-II (Financial Bid) – Specification of Work/Bill of Quantity		

NOTE: - The Tenderers/Contractors, who are not fulfilling and submitting the above documents will not be considered and liable for rejection of their bids.

Annexure IV: THE PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT BETWEEN NATIONAL BOOK TRUST, INDIA AND

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, National Book Trust India, acting through its Director (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BIDDER is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an autonomous body under Ministry of Human Resources Development, the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other Contract with the Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its

functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of NBT India for a minimum period of three years, which may be further extended at the discretion of the BUYER.
 - viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- ix. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact

6. Fall Clause

- 6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

- 7.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with Vigilance department.
- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the Director, National Book Trust India within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on ____

BUYER

Designation

National Book Trust, India

Witness:

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness:

1. _____

2. _____