



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

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## **TENDER DOCUMENT**

### **TENDER for Hiring of Tempo Traveler (16 Seater alongwith Driver) for New Delhi World Book Fair 2018 at ITPO, Pragati Maidan, New Delhi.**

National Book Trust, India, under Ministry of HRD, Govt. of India is the organizer of New Delhi World Book Fair which is going to be held at Pragati Maidan from 6<sup>th</sup> to 14<sup>th</sup> January 2018. In order to facilitate the visitors from one hall to another and to bring from various entry gates. NBT proposed to hire 'Tempo Traveler' 16 Seater alongwith Driver, on rental basis in Pragati Maidan. For this purpose NBT requires fleet of Tempo Traveler during its NDWBF 2018 from 6<sup>th</sup> to 14<sup>th</sup> January 2018. The vehicles will be required daily during the Fair period including Saturdays/ Sundays and holidays, and will be used within the Pragati Maidan Fairground complex from 10:00 AM to 8:00 PM.

### **Scope of work**

20 Number Tempo Traveler 16 Seater alongwith Driver

The number of Tempo Traveler 20 in numbers (16 Seater alongwith Driver) required which will ply at Pragati Maidan from on hall to another and also from the various entry gates to the respective hall from 10:00 AM to 8:00 pm. The Tempo Traveler will also be used for **Advertisement, branding** etc. of World Book Fair & related Publishers.

**NBT will have the right to sale the Advertising/Branding space to the Publishers who may be interested in advertising in the Tempo Traveler. The production and display of the advertisement in the Tempo Traveler would be the responsibility of the Tenderer and the Tenderer may include such cost in their quotation. The Art work for such advertisement would however be provided by the Trust.**

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 TEMPO TRAVELLER (16 SEATER ALONGWITH DRIVER) 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 TEMPO TRAVELLER (16 SEATER ALONGWITH DRIVER) DURING NDWBF-2018; these both envelopes should be sealed in a third envelope super scribed as BID FOR HIRING OF TEMPO TRAVELLER (16 SEATER ALONGWITH DRIVER) 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.

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1 | (Initial of Tenderer with Rubber Stamp)

You are requested to submit TECHNICAL BID & FINANCIAL BID separately. Technical bid shall contain Earnest Money Deposit (EMD) of ₹ 25,000/- in the form of Demand Draft/ Banker's Cheque payable at New Delhi and drawn in favour of **NATIONAL BOOK TRUST, INDIA** with prequalification documents, work specifications and FINANCIAL BID shall contain Price Schedule. The successful bidder has to deposit 5% of the total amount as the performance guarantee money less the EMD interest free, which would be refunded alongwith the final settlement of the bill. The EMD deposit of the unsuccessful bidders would however be returned once the tender is finalized. Your quotation should be addressed to the following address and dropped in the Tender box for the purpose kept at Reception of NBT, India, New Delhi – 110070 by 14.12.2017 at 10.00 AM. The same will be opened at 12.00 Noon on the same day in the presence the bidders, who wish to attend.

**Schedule of Tender.**

<b>Sl. No.</b>	<b>Tender Schedule</b>	<b>Date and time</b>
1	<b>Tender Document sale starts on</b>	25.11.2017
2	<b>Last Date &amp; Time of Submission</b>	14.12.2017 at 10.00 AM
3	<b>Date of opening of Technical Bids</b>	14.12.2017 at 12.00 Noon
4	<b>Date of Pre-Bid</b>	30.11.2017 at 12.00 Noon
<b>Earnest Money Deposit (Refundable) ₹ 25,000.00</b>		

**Terms and Conditions for supply of Tempo Traveler (with Driver) on hiring basis,**  
**During the New Delhi World Book Fair – 2018 to be held**  
**From 6<sup>th</sup> to 14<sup>th</sup> January 2018**

1. The Tempo Traveler 16 Seater alongwith drivers will be provided at India Trade Promotion Organization (ITPO) Pragati Maidan, New Delhi and the expenditure for transportation for maintenance, fuel expenses and others will be borne by prospective Agency.
2. The vehicles should be in a good condition and not more than three years old.
3. The contract will be valid from 05.01.2018 to 14.01.2018.
4. The contractor/ agency will be solely responsible for the proper maintenance and upkeep of Diesel/Petrol/CNG before start of Fair daily to ensure they are presentable and in smooth running condition at all times. Further the drivers provided for running the Tempo Traveler vehicles should be skilled and well versed with requirements of the job besides being courteous and polite.
5. Each Tender should be accompanied by Technical bid and Financial bid with documentary evidence of the Tenderer being a registered/approved government contractor and of his having done work of a similar nature. In case absence of documentary evidence, the tender may be rejected.
6. The agency will also be responsible for providing comprehensive insurance of the vehicle deployed covering vehicle, passengers and third party.
7. NBT, India will arrange for the parking facility during the period of the event at ITPO. The Agency should make sure that all the vehicles are ready before/during the event.
8. NBT, India has right to reject/ accept the quotation without assigning any reason. The service provider will not be entitled to claim any compensation against such termination.
9. All the drivers must have communication connectivity either through Mobile or Walkie-talkie & their numbers will also be provided to NBT official in charge.
10. All drivers should have proper uniform to enable us to identify them. They should also have identity cards.
11. During the period of the contract no increase in rates at any ground, will be entertained.
12. The requirement of Tempo Traveler 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.
13. All Drivers and Supervisor would be required to wear a badge supplied by NBT alongwith their prescribed uniform while on duty.

14. 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.
15. The firm should be experienced in providing fleet minimum 15 Tempo Traveler for similar events, delegations, meetings and conferences etc.
16. Forfeiture of EMD in case of deviation from any of the condition specified above.
17. If any of the vehicles deployed at the fair breaks down or is otherwise unfit for plying, it shall be the responsibility of the agency to replace the vehicle immediately with similar seating capacity vehicle in perfect condition at short notice for which adequate numbers of standby vehicles should be available at close proximity. In the event of non-replacement of Tempo Traveler, NBT, India will impose suitable penalty and make payment on pro-rata basis as deemed fit.
18. The contractor shall keep NBT, India indemnified and continues to indemnify against all claims of loss/damage to property/life or limb caused on account of operation of Tempo Traveler at Pragati Maidan.
19. The operators shall ensure that necessary permission/ licenses etc. relating to operation of vehicles are obtained and no law/regulations in this regard are infringed and vehicles are free from all encumbrances. The operator should abide by all the latest Govt. notifications/Police regarding safety measures.
20. In the event of any dispute arising out of or during the currency of the contract, the matter shall be referred to Director, NBT, India or his nominee to act as a Sole Arbitrator under the Arbitration & Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both parties.
21. The matter will be subject to exclusive jurisdiction of Courts in the National Capital Territory of Delhi.

**22. 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.

Director, NBT, India reserves all the rights to accept/reject any or all the tenders without assigning any reason(s) thereof. NBT supervisor will be there at starting point and end point of the route. The bidder have to get log sheet signed daily and before every starting point and ending point on every trip from our representative.

**TECHNICAL INFORMATION AND UNDERTAKING**

1. Name of the Firm :
2. Address :
3. Contact person :
4. Telephone number/Mobile No. :
5. Annual turnover of the last three years  
During FY 2016-17, 2015-16, 2014-15 :
6. Pan No. (Copy attached) :
7. GST No. (Copy attached) :
8. Experience as Temp Traveler Source Provider :
9. EMD detail :

**(Signature of Tenderer with Stamp of the Firm)**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

S.No.	Particular(s)	Yes	No
<b>TECHNICAL BID</b>			
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		
<b>FINANCIAL BID</b>			
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.**

**FINANCIAL INFORMATION AND UNDERTAKING**

1. Name & Address of the Firm :
2. Contact Person :
3. Telephone number/Mobile No. :
4. E-mail :
5. Fax No. :
6. Rate Sheet : Rates quoted for each vehicle should be inclusive of fuel, Driver, Maintenance cost etc.

S.No.	Description	Per unit Rate
I.	Hiring charges for tempo traveller per day from 10:00 am to 8:30 pm with in Pragati Maidan Complex	
II.	Supervisor on daily basis including all statutory fulfillment like EPF, ESI, minimum payable wages etc.	
III.	Lump sum charges towards advertisement on the Tempo Travellers including printing, pasting, maintaining during the vehicles, replacement etc.	
	Taxes, if any	
	Total	

Signature of Tenderer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Seal

PAN No: \_\_\_\_\_

GST No.: \_\_\_\_\_

**Note: Financial bid will open when all the documents submitted for Technical bid are in order.**

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**

**BIDDER**

Designation

CHIEF EXECUTIVE OFFICER

National Book Trust, India

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_