



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

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TENDER DOCUMENT

TENDER FOR PROVIDING FIRE FIGHTING EQUIPMENTS (ISI MARKED UNDER IS 13849-93/ IS 15683:2006) ON HIRE BASIS AND FOR PROVIDING TRAINED FIRE PERSONNEL IN DESIGNATED HALLS AT PRAGATI MAIDAN DURING NEW DELHI BOOK FAIR 2018

NATURE OF WORK

Tender is invited under two bid system (Technical + Financial) for providing firefighting equipments (ISI marked under IS 13849-93/ IS 15683:2006) on hire basis and for providing trained fire personnel in designated halls at Pragati Maidan from 5th January to 14th January 2018.

TERMS AND CONDITIONS

1. All pages of tender document dully filled and signed by the authorized signatory along with EMD of ₹ 10,000 (Ten Thousand only) and all supporting documents (duly signed) should be submitted in a sealed envelope super scribed TECHNICAL BID FOR HIRING OF FIRE FIGHTING EQUIPMENTS AND TRAINED FIRE PERSONNEL DURING NDWBF-2018; along with another sealed envelope containing dully filled and signed FINANCIAL BID (ANNEXURE 1); envelope to be super scribed as HIRING OF FIRE FIGHTING EQUIPMENTS AND TRAINED FIRE PERSONNEL DURING NDWBF - 2018; these both envelopes should be sealed in a third envelope super scribed as BID FOR HIRING OF FIRE FIGHTING EQUIPMENTS AND TRAINED FIRE PERSONNEL 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.

2. Tender should be 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 hrs. on 15.12.2017. The technical bids shall be opened on at 10.30 hrs. on 15.12.2017. In case of the date falling on Saturday, Sunday or any declared Public Holiday, the opening of technical bids shall be executed on next working day. Tenderers or their authorized representatives may, if they so desire, be present during the opening of the Tenders.
3. The tenderer shall bear all costs associated with the preparation of his tender including cost of preparation for the purposes of clarification of the tender, if so desired by the NBT. NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

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	15.12.2017 at 10.00 AM
3	Date of opening of Technical Bids	15.12.2017 at 10.30 AM
4	Date of Pre-Bid	01.12.2017 at 11.00 AM
Earnest Money Deposit (Refundable) ₹ 10,000.00		

4. The tenderer shall bear all costs associated with the preparation of his tender including cost of preparation for the purposes of clarification of the tender, if so desired by the NBT. The NBT in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
5. 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 of disputes concerning the business of the partnership either by virtue of the partnership deed or a power of attorney. In the alternative, the tender should be signed by all the partners, or
 - c. Constituted Attorney if it is a company.
 - d. The tender should be signed either by the proprietor or by his authorised representative. In case of the later an authority letter should be enclosed with the tender.
6. The tenderer may modify or withdraw his tender after submission of the tender, provided that written notice of the modification or withdrawal is received by the NBT prior to the last date prescribed for receipt of tenders. No tenders may be modified subsequent to the last date for their receipts.
7. Incomplete tenders are liable to be rejected. It means Tender should quote for all items. If any item is omitted/ missed or not quoted the whole Tender will be rejected.
8. The quantities 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, if requirement for any item could be removed/ 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. If there is a discrepancy in rates between words and figures, the amount in words will prevail.
10. Tenderers shall be required to deposit ₹ 10,000/- as **Earnest Money Deposit (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.**
11. When deemed necessary, the NBT may seek clarification on any aspect from the Tenderers. However, that would not entitle the Tenderer to change or cause any change in the rates quoted. The NBT may, if so desired, ask the Tenderer to give presentation for the purposes of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Tenderer.

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 tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting tenders.
14. The tenderers' name, modifications, if any, withdrawal of tenders, and such other details as the NBT may consider appropriate will be announced in the meeting.
15. 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. A tender determined as not substantially responsive will be rejected by the NBT and may not subsequently be made responsive by the tenderer by rectification/ 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. **Work must be completed by 5th January 2018 on in all respects. Failure to do so will entitle the NBT to impose a penalty of ₹ 1000/- per hour on the contractor and he may be blacklisted for future work.** Further, failure on the part of the contractor to complete the job in accordance with the terms and conditions set out and within the time schedule will confer on the NBT the right to get the work done through another contractor, in which event, the entire cost/ damages so incurred by the NBT will have to be paid by the original contractor.
18. It is advisable to the contractor to take a comprehensive insurance cover against fire, damage, pilferage, etc., at his own cost. He should take necessary precautions to safeguard against possible hazards/ accidents. In the event of any accident during the execution of work, any loss shall be borne by the contractor. He shall not be entitled to any compensation or claim from the National Book Trust, India for any loss to his articles, dead stock, etc. on account of natural calamities or any cause whatsoever.
19. Any loss to the NBT, ITPO or to the Fair participants due to the negligence/lapse on the part of the contractor shall be borne by the contractor. Alternatively, the amount of loss will be deducted from the amount payable to the contractor under intimation to him.
20. **Any injury to labourer / fire men during operating/ control of fire will be responsibility of the service provider. NBT India will not be responsible for any such act of operation or negligence by the agency.**
21. Cartage from the contractor's godown to Pragati Maidan and back will be borne by the contractor. NBT India would not provide any food and transportation to the agency for transfer of fire personnel etc.
22. Agency must be approved/registered with Govt. authority and use ISI certified (BIS standard) appliances only.
23. Fire extinguishers being used must be tested and certified for operation pressure and bursting pressure by the agency and test certificate must be available onsite with the agency.
24. Firefighting appliances must have all the fittings in intact position and properly fitted with date of refilling painted on them.
25. Chemical in the first aid firefighting appliance must be freshly recharged and should not be expired dated.
26. Gas of CO² type fire extinguisher must not have been drained/emptied beyond 20% of the total

capacity.

27. The Service provider agency will co-ordinate the firefighting services with ITPO, Delhi Fire Service (DFS) and shall work as per rules and regulations laid down by Delhi Fire Act and ITPO. The fire extinguisher will be liable to be test checked during the currency of deployment by ITPO/DFS officials.
28. Agency must ensure supply of sufficient number of fire extinguisher fire equipments and fire tenders in accordance with the area and guidelines of DFS fire service act without any compromise. In case fire extinguisher has been used during the fire, the equipment must be immediately refilled or replaced by the agency after informing the Controlling officer at NBT India.
29. **The contractor shall engage technically qualified personnel for executing the work. Firemen who have obtained training from a recognized fire protection unit and well trained in civil defense shall be employed on duty. All firemen should be trained in all type of fire control.**
30. Fire agency must brief the fire guards about the various locations of fire hydrants, hose reels, electric circuit's breakers and fire alarms fitted in the vicinity of fire points in the halls before deputing them at the fire points.
31. Fire guards must be provided with torches as darkness can create panic and stampede. All firemen should always be in uniform, preferably with red helmet and FIRE written on back of jacket/shirt as per standard practice.
32. Fire Supervisor and fire guards must ensure that no exit gates in their hall are locked or blocked in any way if so must be brought to notice of the Controlling officer at NBT.
33. A set of four types of Fire Extinguishers as detailed in Annexure 1 must be provided in each fire point. The agency should provide the Hall in charges of NBT India and controlling officer of NBT India with a location map of all designed fire points where extinguishers are placed.
34. Placard indicating the use of fire extinguishers/ cylinders in case of fire; shall be placed near the fire extinguisher in minimum two languages – Hindi and English.
35. A Set of two house reels with a nozzle must be kept in each hydrant point available inside the halls. Fire guards must be provided fire axe, hand gloves, fire beater for disconnection of live electric wires in case of nay fire emergency.
36. The tenderer should have sufficient quantities of the specified fire extinguishers in stock. He should show quantities owned by him in a certificate to be given alongwith the tender.
37. Representatives of the NBT may inspect the godown(s) and office(s) of the contractor before award of the contract.
38. The successful tenderer will have to get samples of the fire extinguishers approved by the Designated controlling Officer of NBT India before execution of the work.
39. The quality of the fire extinguishers to be used in Hall nos. should conform to the approved sample(s). Any deviation in quality will render the contractor liable to penalty as may be decided by the NBT. The decision of the NBT in this regard shall be final and binding on the contractor.
40. The fire extinguishers must be removed within 12 hours of the close of the Fair.
41. 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.
42. Before award of the contract the successful tender will be required to deposit as Performance Security Deposit, a sum equivalent to 5% of the value of the contract, after adjustment of Earnest

Money Deposit in the form of a Demand Draft drawn in favour of **National Book Trust, India**, payable at Delhi. The Security Money deposited by the successful Tenderer will be retained till completion of the Fair and when payment in full and final settlement of claims and bills are made.

43. Security money shall, however, be liable to be forfeited in the event the contractor either fails to complete the job within the stipulated time or if the job is not done satisfactorily as per the specifications. If the successful contractor backs out after award of the contract, Earnest Money Deposit is liable to be forfeited.
44. 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 the award of the contract, without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds for NBT's action. The decision of the NBT in this regard would be final and binding.
45. 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 as portion of the quantity offered, which the Tenderer shall supply at the rates quoted.
46. The NBT will have discretion to award the contract to more than one supplier. In such a condition, other bidders shall work at the lowest accepted rate.
47. 50 % payment on the billed amount may be made on site before close of the Fair, subject to a physical verification of material supplied by the officers of the NBT and verification of attendance (for the days for which claim is made/ invoice is raised) of personnel employed by respective hall in charge designated by NBT India or Controlling officer of fire personnel from NBT India. The remaining 50% payment shall be made at headquarters after scrutiny of bills against attendance records, PVR records and performance report by the Controlling officer.
48. In the event of any negligence or unsatisfactory execution on the part of the contractor, NBT will have the right to forfeit the Performance Security and to recover penalty as it deems appropriate from the amount payable against the contractor's bill(s). If deemed necessary, the contractor may also be blacklisted for future.
49. Income tax shall be deducted at source as applicable under the rules. **Permanent Account Number (PAN) allotted by the Income Tax Authorities and GST/Service Tax number must be quoted in Annexure-I**, without which the tender is liable to be rejected.
50. If, at any time during performance of the contract, the contractor should encounter conditions impeding timely execution of the work, he shall promptly notify the NBT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the contractor's notice, the NBT shall evaluate the situation and may at its discretion extend the time for completion.

The NBT and the contractor shall make every effort to resolve amicably by direct informal negotiations on any disagreement or dispute, arising between them under or in connection with the contract. In the event the Parties are not able to resolve a dispute amicably within 30 (thirty) days after the date when the dispute is recorded in writing as such, formal proceedings shall be first initiated through arbitration as per the Arbitration and Conciliation Act, 1996 and its statutory modifications. The proceedings shall be conducted in English and the venue shall be Delhi. Chairman, National Book Trust India shall be competent to appoint the arbitrator.
51. **Duration of Contract:**

The contract which is initially for a period of 1 year can be extended further 3 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.

52. **Validity of the bid**

The bid submitted by the tenderers shall be valid for a minimum period of 60 days computed from the date of opening of the bid.

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

Sign of the Tenderer with Official seal,

Date:

Contact Number (Tel. Mobile and email)

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. Self-attested photocopy of PAN Card.

53. Following Certified/Attested copies must be submitted:

- a) Certificate of Registration / Certificate of incorporation of firm as per clause 5
[Sole Proprietorship (by means of Undertaking)/ Partnership (Partnership Deed)/ Company (Memorandum of Association / Registration under companies act)]
- b) Certified copy of Income tax returns for last three years (FY 2015-16, FY 2014-15, FY 2013-14)
- c) Experience certificate indicating successful completion of job of similar nature
- d) Self-Attested copy of Registration with DGR/ PSARA as per clause 1
- e) Self-Attested copy of EPF registration as per clause 8
- f) Self-Attested copy of ESI registration as per clause 8
- g) Self-Attested copy of service tax registration and certificate for submission of Service Tax for FY 2015-16
- h) Experience certificate indicating successful execution of work of similar nature
- i) Self-Attested copy of PAN
- j) Self-Attested copy of GST Registration
- k) Demand Draft towards EMD
- l) Dully filled and signed copy of Tender document
- m) List of Names with Photo I Card issued by the firm of pool of employees from which employees will be provided for the said job of the tender
- n) List of Ex-Service man I Card against the list of employees quoted as Ex Servicemen criteria



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FORMAT FOR SUBMISSION OF FINANCIAL BID

Sl. No.	Description of Work	Approx. Quantity	Rate per unit (In ₹)	Total rent (inclusive of all taxes in ₹)				
1.	Minimax 5 kg capacity ABC dry powder (stored pressure) fire extinguishers	70						
2.	Minimax 9 liter capacity Water CO ₂	50						
3.	Minimax 2 kg capacity ABC dry powder (stored pressure) fire extinguishers	50						
4.	Minimax 4.5 kg capacity CO ₂ fire extinguishers	70						
5.	Cost of the 2 kg fire extinguisher to be reimbursed to the contractor in case the same is used in case of fire							
6.	Cost of the 5 kg fire extinguisher to be reimbursed to the contractor in case the same is used in case of fire							
7.	Cost of the 4.5 kg fire extinguisher to be reimbursed to the contractor in case the same is used in case of fire							
SUB TOTAL - A								
	Description of personnel	No. of personnel (approx.)	Minimum Wages A	EPF B	ESI C	Service charge quoted in %(Percentage) inclusive of all expenses D	Service Tax E	Rate per day per person (inclusive all) A+B+C+D+E
8.	Trained Fire Personnel	36						
SUB TOTAL - B								
GRAND TOTAL (A+B)								
AMOUNT IN WORDS:								

7 | (Initial of Tenderer with Rubber Stamp)

Date:
Place:

Signature with seal :
Name:
Address:

PAN:
GST No.

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. _____