

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
Phone No.011-26707700/873, Fax No.011-26121883
Email: office.nbt@nic.in, ad.admn@nbtindia.gov.in

Dated: 01/08/2016

TENDER ENQUIRY

Sl. No.	Key Event	Date
1)	Tender Reference Number	F. No. 7-3/Admin/2013
2)	Last Date for Submission of Bids	22 August, 2016 (1300 hrs.)
3)	Date of opening of Technical Bid	23 August, 2016 (1100 hrs.)
4)	Pre-bid Meeting	12 August 2016 (1200 hrs)
5)	Date of opening of Financial Bid	To be notified to shortlisted bidders
6)	Cost of Tender	Rs. 500/-
7)	Earnest Money Deposit	Rs 5,000/-
8)	Venue for opening of bid/ Pre-bid Meeting	NBT, India Headquarters, 5, Institutional Area, Phase II, Vasant Kunj, New Delhi -70

1. Duly sealed tenders are invited for Comprehensive Servicing/Repairing/ Maintenance (CAMC) of Air-conditioners and water coolers installed in National Book Trust, India , Vasant Kunj New Delhi-70 for the period of one year from the date of award of CAMC. The details of items are as under:-

S.No.	Description of items	Qty.*	Capacity	Total
i.	Split AC (Voltas)	39	1.5 Tons	103 (1.5 Tons/2.0 Tons) Split/Window/Cass ette
ii.	Split AC (Voltas)	01	2.0 Tons	
iii.	Wnadow AC (Voltas)	18	1.5 Tons	
iv.	Split AC (LG)	29	1.5 Tons	
v.	Split AC (LG)	6	2.0 Tons	
vi.	Split AC (Samsung)	01	2.0 Tons	
vii.	Split AC (Hitachi)	03	2.0 Tons	
viii.	Cassette AC (LG)	02	2.0 Tons	
ix.	Cassette AC (O General)	03	2.0 Tons	
x.	Split AC (LLOYD)	01	2.0 Tons	
xi.	Water coolers (Blue Star & Sindhwal)	03	150 ltrs	11 (Water Coolers & Water Dispensers)
xii.	Water coolers 80 ltrs (Sindhwal)	03	80 ltrs	
xiii.	Bottle Cooler(Dispenser)	05	-----	

(*nos. of machine may vary as some machines will come under CAMC) after expiry of warranty during the CAMC period).

2. In case you are interested in undertaking the said work and fulfill following conditions, you may submit tender;
 - 2.1) A firm should have minimum 02 (two years experience in maintenance of minimum 15 units of ACs/water coolers preferably in Government offices (central/State Govt./PSU/Autonomous bodies).
 - 2.2) Minimum one employee working in the firm should possess diploma in AC/refrigeration works from ITI or any Govt. recognized institute.
 - 2.3) A firm should be registered for VAT and Service Tax.
3. You may submit your lowest quotation in a sealed envelope to Assistant Director (Admn.), National Book Trust, India Nehru Bhawan, 5 Institutional Are, Phase-II, Vasant Kunj, New Delhi-110070. The quotations in sealed cover should be dropped in the "Tender Box" kept at the Reception of this office before 1.00 PM on 22.08.2016. The cover containing the quotation should be super scribed as under:
"QUOTATION FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT FOR WINDOW/SPLIT AIR-CONDITIONER AND WATER COOLERS IN NATIONAL BOOK TRUST, INDIA. FOR THE YEAR 2016-17" Opening date at 11 AM on 23.08.2016."
4. A list of offices where such jobs have been undertaken with documentary proof of having performed them satisfactorily may be furnished with the tender as required in Annexure-II.
5. Any Cutting/Overwriting/Erasing in the rates will render the entire tender invalid.
6. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees five thousand only) in the form of Demand Draft from a scheduled bank drawn in favour of NATIONAL BOOK TRUST, INDIA payable at New Delhi. In the absence of EMD the tender shall be rejected summarily. The earnest money shall be refunded to the unsuccessful Tenderers after finalization of the contract and to the successful tenderer after submission of performance security.
7. Interested parties are requested to visit the site and inspect the system, before quoting the rates by taking permission from Assistant Director (Admin) on any working day from 2.30-5.30 PM.
8. Submission of tender will signify the acceptance of all terms and conditions of the contract as above. It will not be obligatory for this office to accept the lowest quotation & no explanation shall be given for the cause of rejection of quotation to any tenderer.
9. This office reserves the right to reject/any/all tender (s) without assigning any reasons whatsoever. Canvassing in any form will be considered as disqualification from award of contract.

10. Please also see Annexure -I for terms and conditions of the contract, Annexure -II to be filled by the tenderer(s) giving their details. The quotation is to be submitted in Annexure-III.

(Amit Kumar Singh)
Assistant Director (Admn)
National Book Trust, India
Tel. 011-26707873

I hereby accept all the terms and conditions mentioned above.

Date:

Signature of the Tenderer
with seal

The CAMC shall be governed by the following terms and conditions:-

- i) The term “maintenance” shall mean keeping the Air-conditions and water coolers hereinafter called ‘Machines’ in perfect working condition at all times, and covers each and every part of the system. Maintenance also includes on-call corrective as well as periodic preventive maintenance service visits by the service engineer of the CAMC holder. CAMC includes dehydration and gas charging, repair of fan motor etc. Replacement/repair of any of the part of the system (like capacitor, Printed Circuit Board, Coil, compressor etc.) during the currency of the contract shall be at the exclusive risk, responsibility and the cost of the contractor.
- ii) A complaint should be attended **within 24 hours** excluding holidays. Preventive servicing of machines shall be done at least twice a year. Washing of filter of A/C shall be done every month.
- iii) The machines shall be inspected by the successful tenderer before being taken over for maintenance under the “Maintenance Contract” and missing/non functional parts may be listed out and brought to the notice of Assistant Director (Admn.) within two days of the award of contract in the presence of representative of this office and a representative of current CAMC holder firm, failing which the contractor shall be deemed to have taken over the machines of this office complete in all respects.
- iv) For regular and proper maintenance of the machines, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanic/technician to this department on all working days and also on holidays/after office hours, if found necessary by this office.
- v) The contractor shall keep sufficient stock of items/spare parts which may be required for replacement/ repairing in the event of the machines becoming non-functional or defective, during the currency of the contract. The successful tenderer shall be fully responsible for supply and installation of items/parts of good quality with ISI mark.
- vi) All tools and materials will be provided by the successful tenderer at their own cost/labour.
- vii) The contractor shall be responsible for smooth and satisfactory working of the all machines.
- viii) It shall be obligatory on the part of the contractor to carry out repair/maintenance of machines under his direct supervision and control and under no circumstances the work shall be assigned to sub-contractor.
- ix) The work shall be carried out in the premises of the Department. No cartage shall be paid for transportation of any type of items to be taken to workshop for repairs etc. Written prior permission of competent authority will be required before taking out such goods/items from the premises.

- x) Consolidated contract will be given to a firm who is eligible in all respect. The L-1 firm shall be determined on the basis of lowest rates which will be arrived at after multiplying the unit price (quoted) of items (Column "C" of Annexure-III) and adding up the price of all the items indicated in Annexure-III.
- xi) The period of contract will be for one year from the date of award of contract. This office also reserves the right to renew or extend the contract for three (3) months, taking into account the satisfactory services rendered by the contractor during previous year. This can be further extended upto such period(s) as deemed necessary with the consent of the contractor.
- xii) The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.5000/- (Rupees five thousand only) in the form of Demand Draft / Pay Order from a scheduled bank drawn in favour of NATIONAL BOOK TRUST, INDIA In the absence of EMD the tender shall be rejected summarily. The earnest money shall be refunded to the unsuccessful Tenderers after finalization of the contract. Successful Tenderer will have to deposit a performance security equivalent to **10% of the total contract value** in form of Demand Draft issued by a commercial/ scheduled bank in favour of NBT, India. Performance security would be released after satisfactory completion of the contract and after adjusting the dues, if any.
- xiii) The contractor shall be responsible for payment of wages/settlement of dues of workers engaged by the firm as per prevailing labour/wages laws enforce in NCT of Delhi and this office shall not be a party to any dispute between the contractor and worker.
- xiv) The damage caused (if any) either to any machine or to any other property of the NBT, India through negligence or otherwise, shall be at the risk, cost and responsibility of the contractor. The financial or any other loss suffered by NBT, India on this account shall be made good by the contractor and decision of the Head of Department of NBT, INDIA in this context shall be binding on the contractor.
- xv) No advance payment will be made. Payment of CAMC charges that depends solely on the performance shall be made in three equal installments on production of bill pre receipted. The first installment shall be paid only after successful completion of four month period of the contract. Rest of the installments shall be paid after completion of subsequent four months periods of satisfactory performances. This is only a tentative schedule for payment and does not confer any legal or other right on the contractor to proceed against this office in the event of payment getting delayed due to budgetary and other unforeseen reasons.

- xvi) The contractor shall be responsible for smooth and satisfactory working of the units. Mode of Complaint may be either Email/Telephonic/Letter issued by NBT, India (All mode would be treated as registered in order to avoid further ambiguity towards penalty), If repair works remain pending beyond **reasonable time frame**(not exceeding 72 hours) since Lodge of complaint resulting none functioning of ACs/Water coolers or in unusable condition. A penalty of Rs.100/- (Rupees one hundred only) per day/unit shall be imposed for non -compliance (not attending to the complaint) of the above mentioned clause beyond 72 hours as per discretion of authorities of NBT Ind
- xvii) In case the contractor fails to comply with the terms and conditions of the contract and if the contractor is found to be incapable to do the job satisfactorily and within the specific time, it will be at the discretion of this office to take any further action or to cancel the contract without assigning further reasons.
- xviii) The successful contractor shall be required to do the work, during the entire period of the contract as per the approved rates on the basis of the quotation. If for any reason, the firm is not able to do so, the work shall be got done from some other firm from the open market at the cost of the contractor and the expenditure incurred therein shall be recovered from the Contract holder firm. If the failure continues, this office may take action(s) viz forfeiture of performance security, cancellation of contract, blacklisting of firm etc. as deemed fit by this office against the firm.
- xix) Any dispute arising out of the contract shall be referred to Sole Arbitration of any officer of NBT, INDIA appointed by Director, NBT, INDIA and the award of the Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be New Delhi.
- xx) The rates/charges shall be mentioned in figures and in words. There should not be any erasing or over-writing whatsoever.
- xxi) You are requested to read and understand the terms and conditions of the contract mentioned in the foregoing paragraphs before sending your quotations, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office.
- xxii) The quotation will be opened at 11:00 AM on 23.08.2016 at official venue of NBT, India New Delhi-70.

(Amit Kumar Singh)
Assistant Director (Admn)
National Book Trust, India

PARTICULARS TO BE FURNISHED BY THE AGENCY

1. Name of the Agency :
2. Address of the Agency:
3. Name of the proprietor of the Agency:
4. Telephone No. of Agency and Proprietor:
5. Details of Ministry/Department in which the Agency had worked earlier as mentioned in this Tender:-

S.NO.	Name of the Ministry/Department/PSU/ Autonomous bodies. i) Attach copy of contract/Work order ii) Completion certificate	Year Duration	Name/Contact No. of the officers of client Ministry/Department	Copy of work order attached at P.No.

6. PAN number of the agency: (Copy attached at-----)
7. TIN No. of the agency: (Registration copy(valid) attached at-----)
8. EMD's Draft number, Date and name of the Bank:
9. Copy of Registration of the contractor/firm under the Delhi Sales tax Act/Delhi Value Added tax (DAVT) act 2004. (Copy attached at-----) as mentioned on 2.3 on page 1.
10. i) Proof of Service Tax registration (Copy attached)
ii) ESI/EPF registration (Copy attached at)
11. Copy of Educational certificate of the employee as mentioned on 2.2 on page 1.
12. Income Tax Registration for Financial Year 2015-16 copy attached at. ...
13. Copy of Diploma in AC/ Refrigeration from ITI or Govt. Institute in favor of designated employee.....

This is certified that the above facts are true, complete and correct to the best of my knowledge and belief. This is also certified that this Agency is not black listed by any Government Department nor any criminal case is registered/pending against the Agency/Firm or its owner/partner anywhere in India. It is certified that I/We have read and understood the terms and conditions of the Tender Notice F. No. **7-3/Admin/2013** dated 23.08.2016 and will abide by them till the completion of the contract period.

Dated:
Place:

(Signature of Proprietor)
Seal of the firm/Agency

QUOTATION - PROFORMA

QUOTATION FOR COMPREHENSIVE AMC FOR AIRCONDITIONERS INSTALLED AT THE BUILDING OF NBT, INDIA , NEW DELHI.

S.No.	Description of items	Qty.*	Capacity	Rates in Rs. Quoted per Unit	
				In Figure	In Rs.
i	CMAC of Split AC (Voltas) (Per unit)	39	1.5 Tons		
ii	CMAC of Split AC (Voltas) (Per unit)	01	2.0 Tons		
iii	CMAC of Window AC (Voltas) (Per unit)	18	1.5 Tons		
iv	CMAC Split AC (LG) (Per unit)	29	1.5 Tons		
v	CMAC of Split AC (LG) (Per unit)	6	2.0 Tons		
vi	CMAC of Split AC (Samsung) (Per unit)	01	2.0 Tons		
vii	CMAC of Split AC (Hitachi) (Per unit)	03	2.0 Tons		
viii	CMAC of Cassette AC Split (LG) (Per unit)	05	2.0 Tons		
ix	CMAC of Split AC (LLOYD) (Per unit)	01	2.0 Tons		
X	CMAC of Water coolers (Blue Star & Sindhwal) (Per unit)	03	150 ltrs		
xi	CMAC of Water coolers 80 ltrs (Sindhwal) (Per unit)	03	80 ltrs		
xii	CMAC of Bottle Cooler(Dispenser) (Per unit)	05	-----		
Service Tax					
Grand Total					

Service Tax (if any) should be mentioned clearly as above. All other Taxes (if any) should be included in the above mentioned figure.

Dated:

Place:

(Signature of Proprietor)

Seal of the firm/ Agency

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 BUYER proposes to hire the AMC services of Air Conditioner and Water Coolers at NBT India headquarters in New Delhi and the BIDDER/Seller is willing to offer/has offered the services and

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, organisation 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.PreviousTransgression

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 encash 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 BUYER

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
National Book Trust India

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____