

NATIONAL BOOK TRUST, INDIA
“NEHRU BHAWAN”, 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEW DELHI-110070

TENDER DOCUMENT

National Book Trust, India, invites sealed quotations in two-bid system (Technical & Financial) from reputed firms engaged in undertaking the Comprehensive Annual Maintenance Contract of Air Conditioners, Water Coolers & Water Dispensers. The firms forwarding their quotations must comply with the terms and conditions mentioned herewith. The sealed quotations for Annual Maintenance Contract for the ACs, Water Coolers and Water Dispensers are invited as per the Proforma at **Annexure ‘II’ (Technical Bid) & Annexure ‘III’ (Financial Bid)**. The quotations complete in all respects in sealed cover super scribed as **“Tender for CAMC of Air Conditioners, Water Coolers & Water Dispenser”** may be sent 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 on or before 08.05.2017 latest by **10:00 hrs.** The bid has to be accompanied by an EMD (Refundable) of Rs. 5,000/- (Rs. Five Thousand only) in the form of Demand Draft in favour of National Book Trust, India payable at New Delhi. The **Technical Bids will be opened on 08.05.2017 at 1400 hrs.** in the office of the undersigned and **Financial bid of the qualified bidders will be opened subsequently subjected to fulfilling** at the same venue. The tender document can be downloaded from the website (www.nbtindia.gov.in), a fee of Rs.100/- in the form of DD in favour of National Book Trust, India payable at New Delhi should be enclosed along with the technical bid.

The Director NBT, India reserve all rights to accept or reject the tender in part or whole without assigning any reasons thereof.

SCOPE OF WORK

1. Maintenance of equipments (indoor and outdoor units including compressor of all ACs, Water Coolers & Water Dispenser mentioned at Annexure-I) in good condition to avoid any major breakdown.
2. Maintenance of stabilizers, connected electrical cables and drain pipes.
3. Proper gas refilling whenever required. Shifting of AC units as and when required.

CAMC includes all spares including compressor for indoor/outdoor units and stabilizers, electrical cables and drain pipes for proper maintenance of all AC, Water Cooler & Water Dispensers as per configuration.

Note: Interested parties are advice to visit the venue and check the physical condition of equipments before submitting the bid. No modification/alteration will be permitted after submission of bid. The equipments’ inventory along with location mentioned above shall be acknowledged by the successful bidder at the time of accepting the work order as the same needs to be handed over to NBT, India on termination/ end of the agreement in same conditions.

INSTRUCTIONS

1. The tender document can be downloaded from official website of NBT, India “www.nbtindia.gov.in and a fee of Rs.100/- in the form of DD drawn in the name of **National Book Trust, India** payable at **New Delhi** should be enclosed alongwith the technical bid separately towards Tender Fee.
2. **Earnest Money:** An EMD (Refundable) of Rs. 5,000/- (Rs. Five Thousand only) should be submitted alongwith technical bid in the form of DD drawn in the name of **National Book Trust, India** payable at **New Delhi**.
3. The tender shall be submitted in two-cover system. All pages of tender document dully filled and signed by the authorized signatory along with EMD of Rs. 5,000.00 (DD of Rs. Five Thousand only), Tender fee of Rs. 100 (DD of Rs. One Hundred only) and all supporting documents as mentioned in Annexure-II (duly signed) should be submitted in a sealed envelope super scribed TECHNICAL BID The covers shall be super scribed clearly whether it is “**Technical Bid**” or “**Financial Bid**”. Both these envelopes, after being sealed properly, shall be put into a third envelope, which should be properly sealed before it is sent/ submitted. The third sealed cover shall be super scribed as “**Tender for CAMC of Air Conditioners, Water Cooler & Water dispenser**” and addressed to the Director, National Book Trust, India and shall be accepted in the office of the National Book Trust, India, Nehru Bhawan, 5, Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070. 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.
4. Technical bid will be opened on 8 May 2017 at 14:00 hrs in the office of the undersigned by the designated committee and financial bid will be opened subsequently, subjected to fulfilling the eligibility criteria of bidders as per tender document.
5. Any tender received without cost of the tender document and EMD will be rejected.
6. The tender validity period shall be 60 days from date of opening of technical bid.
7. The tenderer should clarify whether the individual signing the tender or other documents in connection with the tender signs as:

A “sole proprietor” of the firm or constituted attorney of such sole proprietor, or 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 Constituted Attorney if it is a company and copy of MoA shall be provided. 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.

8. The Director, NBT, India reserves all rights to accept or reject the tender in part or whole without assigning any reasons thereof.
9. Interested parties are advised to visit the venue and check the physical condition of equipments before submitting the bid. No modification/alteration will be permitted after submission of bid.

TERMS AND CONDITIONS

1. CAMC will be for a period of one year commencing from the date of the agreement comes into force and extendable upto 3 years on mutual agreement. This can be cancelled unilaterally by this office whenever the service is not found to be satisfactory or up to the mark. This office also reserve the right to transfer/reinstall any of the machines to office premise at Vasant Kunj New Delhi-110070 and it will continue to be covered under CAMC by the service provider.
2. The emergency calls should be attended on the same day of registration of the complaint without any delay. If the CAMC provider firm failed to attend the calls within the same day, this office reserves the right to get the work done by other firms and deduct such expenses from the CAMC charges.
3. The CAMC firm is required to undertake preventive maintenance by checking all the Air Conditioners/Water coolers/Water Dispensers at least once every month and servicing every 3 months and confirm that the systems are in the best of the working conditions.
4. The CAMC is guaranteed against the cost of breakdown of any component, labour charges, transportation charges and replacement of any spares, drain pipes and electrical cables should be provided at free of cost.
5. The servicing of equipments should be attended only by the qualified service technician.
6. The firms are required to submit the following details/documents in the technical bid envelope:

Technical Bid:

- a. Valid registration Number of the firm for the VAT/Service tax purpose, copy of service tax (Registration) whenever applicable and GST (when causes into force)
- b. Income Tax Return for the last 2 financial Year i.e. from 2014-2015 to 2015-16.
- c. List of Engineers and other technically qualified employees at your organization mentioning with years of experience and technical certification/training etc.
- d. Copy of PAN or The firm should have at least minimum 02 years of experience in providing Maintenance services at Central/State Govt/Deptt/PSU/Autonomous body/or reputed organization for Air Conditioners, water cooler & water dispenser to be submitted with proof such as work order copy(Proof of date of set up should be attached).

- f. The firm should have turnover of Rs. 5 lakhs per annum for last 2 years.
 - g. The form in **Annexure - II** should be duly filled up and submitted alongwith copies of relevant documents duly signed by the Employer/Authorised Signatory.
 - h. Tender fee of Rs. 100.00 in form of DD in the name of National Book Trust, India payable at New Delhi.
 - j. EMD of Rs. 5000.00 in form of DD in the name of National Book Trust, India payable at New Delhi.
7. The vendor shall be responsible for compliance of all labour laws including ESI Act and EPF Act. NBT, India shall not be responsible for any liability occurred due to non-compliance of any law by the vendor/CAMC provider.
 8. In case of any accident/mis-happening occurred to any of the workman, the entire responsibility will be on the part of the CAMC provider. The safety of the workman should be strictly followed by the vendor. The service provider should indenting NBT, India from all such claim
 9. **Performance Security:** The successful bidder shall deposit an amount equal to 10% of the tendered and accepted value of the work (After adjustment of EMD) before award of the work as Security Deposit in the form of demand draft in favour of National Book Trust, India. The validity of Performance security will remain valid for a period of sixty days beyond the date of completion of agreement/contract. No interest will be claimed on the security deposit.
 10. The quarterly payment will be made to the vendor on production of bill. The last quarter payment will be made after completion of the CAMC period.

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)

ANNEXURE-I

NATIONAL BOOK TRUST, INDIA (NBT, INDIA)

**“NEHRU BHAWAN”, 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEW DELHI-110070**

SCHEDULE OF REQUIREMENTS

**DETAILS OF AIR-CONDITIONERS, WATER COOLERS & WATER DISPENSER TO BE PLACED UNDER
CAMC:**

S.No.	Description of items	Qty.	Capacity	Total no of machine with make
i	Split AC	2	1 Ton	104 (1.5 Tons/2.0/2.75 Tons) Split/Window/ Cassette Make: LG, Voltas, Hitachi, LLOYD, Blue Star & Samsung etc.
ii	Split AC	53	1.5 Tons	
iii	Split AC	26	2 Tons	
iv	Casset AC	5	2.75 Tons	
v	Window AC	17	1.5 Tons	
vi	Window AC	1	2.0 Tons	
vii	Water coolers	03	150 ltrs	11 (Water Coolers & Water Dispensers) Make: Blue Star & Sindhwal etc.
viii	Water coolers 80 ltrs (Sindhwal)	03	80 ltrs	
ix	Bottle Cooler(water Dispenser)	05	-----	

NATIONAL BOOK TRUST, INDIA (NBT, INDIA)
"NEHRU BHAWAN", 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEW DELHI-110070

TECHNICAL BID

Bidder should furnish the following details alongwith the documentary proof:

1. Valid Registration Number of the firm for the VAT/Service tax purpose, as per applicability.
2. Income tax Return for last 02 Financial Years i.e. 2014-15, 2015-16.
3. List of Engineers and other technically qualified employees at your organization mentioning with years of experience.
4. 02 years of experience in providing Maintenance services for Air Conditioners, Water Coolers & Water Dispensers or equipments of similar nature to be submitted :-
 - a. The completion certificate/performance certificate be enclosed for the works executed in last two years of similar nature.
5. Self attested copy of Copy of PAN.
6. The firm should have turnover of Rs. 5 lakhs per annum for last 2 years (documentary proof must be attached such as Copy of balance sheet / certificate from CA).
7. Tender fee of Rs. 100.00 in form of DD in the name of National Book Trust, India payable at New Delhi.
8. EMD of Rs. 5000.00 in form of DD in the name of National Book Trust, India payable at New Delhi.

Signature with seal

Name of Firm

Mob No.

NATIONAL BOOK TRUST, INDIA (NBT, INDIA)
“NEHRU BHAWAN”, 5, INSTITUTIONAL AREA
VASANT KUNJ PHASE-II, NEWDELHI-110070

Financial Bid

S.No.	Description of items	Qty.	Capacity	Rate per unit per annum	Taxes if any	Total amount	Total no of machine with make
i	Split AC	2	1 Ton				104 (1.5 Tons/2.0/2.75 Tons) Split/Window/Cassette Make: LG, Voltas, Hitachi, LLOYD, Blue Star & Samsung etc.
ii	Split AC	53	1.5 Tons				
iii	Split AC	26	2 Tons				
iv	Casset AC	5	2.75 Tons				
v	Window AC	17	1.5 Tons				
vi	Window AC	1	2.0 Tons				
vii	Water coolers	03	150 ltrs				11 (Water Coolers & Water Dispensers) Make: Blue Star & Sindhwal
viii	Water coolers 80 ltrs (Sindhwal)	03	80 ltrs				
ix	Bottle Cooler(Water Dispenser)	05	-----				
<p align="center">TOTAL AMOUNT (INCLUSIVE TAX): IN FIGURE, IN WORDS FOR ALL MACHINE</p>							

Signature with seal

Name of Firm

Mob No.

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 CAMC 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:

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. 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.

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.

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

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:

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.

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.

BIDDERS shall disclose the name and address of agents and representative and Indian BIDDERS shall disclose their foreign principals or Associates.

BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

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.

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.

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.

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

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.

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

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

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.

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.

2. Previous Transgression

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.

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.

3. Sanctions for Violations

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.

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.

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.

4. Fall Clause

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.

5. Independent Monitors

There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with Vigilance department.

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.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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.

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.

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.

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.

6. 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.

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

8. 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.

9. Validity

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.

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.

10. 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.