TENDER DOCUMENT

Terms and conditions of the tender for providing security personnel before and during New Delhi world book fair 2017 (7 to 15 January 2017), in designated exhibition halls and gates at Pragati maidan, New Delhi.

NATURE OF WORK

Tender is invited under two bid system (Technical + Financial) for hiring of security personnel and associated services at designated exhibition hall, entrance gate and selected check points of Pragati Maidan before and during New Delhi World Book Fair 2017 round the clock as per details given in the proforma at Annexure-I

TERMS AND CONDITIONS

1. The firm should be registered and have existence of at least 3 years. The firm should have been registered with Directorate General Resettlement (DGR) or PSARA (Private Security Agency Regulation, Act) or under any other Government Act for Security Agencies only.

2. All pages of tender document dully filled and signed by the authorized signatory along with EMD of Rs. 50,000 (Fifty Thousand only), Tender fee of Rs. 1000 (One Thousand only) and all supporting documents (duly signed) should be submitted in a sealed envelope super scribed TECHNICAL BID FOR HIRING OF SECURITY SERVICES DURING NDWF-2017; along with another sealed envelope containing dully filled and signed FINANCIAL BID (ANNEXURE I); envelope to be super scribed as FINANCIAL BID FOR HIRING OF HIRING OF SECURITY SERVICES DURING NDWF-2017; these both envelopes should be sealed in a third envelope super scribed as BID FOR HIRING OF SECURITY SERVICES DURING NDWF-2017.

3. 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. 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 13.00 hrs on 22.11.2016. The technical bids shall be opened on at 10.00 hrs ON 23.11.2016. 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.

5. 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.

6. The tenderer should clarify whether the individual signing the tender or other
documents in connection with the tender signs as:
   a. A “sole proprietor” of the firm or constituted attorney of such sole proprietorship,
   Or
   b. A partner of the firm if it be a partnership in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the partners, or
   c. Constituted Attorney if it is a company.

7. Incomplete tenders are liable to be rejected. It means Tender should quote for all items. If any item is missed or not quoted the rates for that item, would be termed as Zero and the tenderer would have to do the job free of cost.

8. All statutory liabilities like ESI, PF, Workmen’s Compensation Act, etc, will be borne by the agency. Rates quoted should be inclusive of all these and other expenses like uniform, ID cards, mobile phone, wages, etc. No extra amount besides the rates quoted would be admissible. The agency will also ensure payment of wages as per the Minimum Wages Act.

9. The personnel requirement mentioned in the Annexure may be increased or decreased at the discretion of NBT and no claim in this regard shall be entertained.

10. 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.

11. Tenderers shall be required to deposit Rs. 50,000/- 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 or Tender Fee shall be rejected summarily.

12. 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 price quoted.

13. Each tender should be accompanied by documentary evidence of the Tenderer being a registered/approved government contractor and of his having undertaken work of a similar nature. In the absence of documentary evidence, the tender will be rejected.

14. The Tenderers, in their own interest, are advised to inspect the site and see its physical condition before submitting tenders.

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 correction/rectification of the non-conformity.

16. The NBT may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or
affect the relative ranking of other Tenderers. The decision of the NBT in this regard will however be final.

17. The requirement of security personnel may vary from day to day and in shifts depending upon the exigencies of work.

18. The deployment of various personnel, as per NBT’s requirements, shall commence on 6th January 2017 and shall continue till 16th January 2017.

19. The personnel by the agency shall be presentable and dressed in neat and clean uniform. The NBT at its own discretion shall inspect the same. In case of non-conformity, penalty as deemed appropriate shall be levied on the agency.

20. List of Ex-Serviceman (to be provided for NDWBF-2017) with their identity Card issued by Army/Navy/Air Force/ Paramilitary Organizations to be deposited along with tender document as annexure.

21. List of Security Personnel (Security Guards, Supervisor, Security Officer) with their names, photo ID Card issued by the vendors to be provide alongwith tender document as annexure.

22. Officers of the NBT may inspect the infrastructure/ resources available at the disposal of the tenderer.

23. The agency shall be responsible for round the clock security of the WBF halls and any damage or loss caused due to negligence, theft, fire etc. shall be recoverable from the agency.

24. All the guards should display proper ID card with name and photograph.

25. In case of security related issues including theft, pick pocket etc, Security Officer appointed by the services provider (successful bidder) will liaison with Local Police Authorities.

26. Security Officer and all Security Supervisors, Security Guards should carry mobile phones /walkie talkie with them. List of active mobile number of all personnel to be deployed at the venue must be provided along with acceptance of work order by the successful bidder.

27. Security Officer, Security Supervisors and Security Guards should carry Whistle and gloves with them.

28. Two days before commencement of the event a briefing would be held in Pragati Maidan where all the personnel to be deployed need to be present. There the officer-in-charge from NBT would brief all the personnel their duties. All the staff should be present in uniform and proper photo ID card for inspection. The mobile nos. of all the personnel specified above should be handed over to the officer-in-charge of NBT. NBT will have the discretion to decide as to who, when and how Security Personnel will be deployed at different halls and other points.

29. The agency should engage experienced personnel for the job.

30. The Trust (NBT India) shall not provide any transport, food or any accessory for proper discharge of duties by the agency.

31. Subject to physical attendance of the personnel and at the recommendation of the Controlling Officer designated by the NBT for the purpose, 50% payment of the billed amount shall be made at the site. The balance payment shall be made within 30 days of the conclusion of the Fair, together with refund of EMD and Security Deposit.

32. 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.

33. Before award of the contract the successful Tenderer will be required to deposit as Security (refundable) 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 would be paid at the time of full and final settlement of claims/bills.

34. 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 and instructions provided by the controlling officer from NBT India. If the successful contractor backs out after award of the contract, Earnest Money Deposit is liable to be forfeited.

35. Income taxes applicable shall be deducted at source. Permanent Account Number (PAN) allotted by the Income Tax Authorities and Service Tax Registration No. must be mentioned in Annexure-I, without which the tender is liable to be rejected.

36. The NBT reserves the right to accept or reject any tender, and to annul the tender process and to reject all bids or part of it 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.

37. 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 at the rates quoted.

38. 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.

39. The NBT will have discretion to award the contract to more than one agency. In such a condition, other bidders shall work at the lowest accepted rate.

40. If the event of any negligence or unsatisfactory execution on the part of the contractor, NBT will have the right to forfeit the Performance Security Deposit and to recover penalty as if deems appropriate from the amount payable against the contractor’s bill(s). If deemed necessary, the contractor may also be blacklisted for future.

41. The agency will ensure that all DFMD (door frame metal detector) and HHMD (hand held metal detector) are always in running condition and the number of visitors displayed on each DFMD at end of the closing of the date must be noted and countersigned by The Controlling Officer of NBT India or designated Hall incharge of NBT India. NBT India shall not be responsible and not be liable for payment of any kind of reimbursement / payment towards transportation of goods/ personnel to and from the venue.
42. Attendance sheet of Employed security personnel with their place of posting must be countersigned by the security officer of the contractor and concerned Hall Incharge and/or the Controlling Officer of Security personnel at the venue designated by NBT India on daily basis and to be provided with bills.

43. **Validity of the bid**

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

44. Following Certified/Attested copies must be submitted:
   a) Certificate on structure of the Firm - 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) Self Attested copy of Registration with DGR/PSARA as per clause 1
   d) Self Attested copy of EPF registration as per clause 8
   e) Self Attested copy of ESI registration as per clause 8
   f) Self Attested copy of service tax registration and certificate for submission of Service Tax for FY 2015-16
   g) Experience certificate indicating successful execution of work of similar nature
   h) Self Attested copy of PAN
   i) Demand Draft towards EMD
   j) Demand Draft Towards Tender Fee
   k) Dully filled and signed copy of Tender document
   l) List of Names with Photo ID Card issued by the firm of pool of employees from which employees will be provided for the said job of the tender
   m) List of EX-Service man ID Card against the list of employees quoted as Ex Servicemen criteria

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

Signature of the Tenderer or Authorised representative with Official seal,

Tel. No. and date:
### PROFORMA

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of personnel</th>
<th>No. of personnel(approx.)</th>
<th>Minimuum Wages</th>
<th>EPF</th>
<th>ESI</th>
<th>Service charge quoted in % (Percentage) inclusive of all expenses</th>
<th>Service Tax</th>
<th>Rate per day per person(inclusive all)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security Officer</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>A+B+C+D+E</td>
<td></td>
<td>A+B+C+D+E</td>
</tr>
<tr>
<td>2</td>
<td>Security Supervisor</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Security Guard(Male &amp; Female) for 24 hours</td>
<td>130</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ex-Serviceman For 24 Hours</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>HHMD</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>DFMD installed with digital counter along with infrabeam sensors</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Service charge should not be less than the TDS deducted at source.

Date: ____________________________  
Signature: ________________________  
Name: ___________________________  
Address: _________________________  

PAN: ____________  
Service Tax No. ____________

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

Sign of the Tenderer with Official seal,  
Tel. No. and date: ____________________________
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 distorting 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, favor, 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 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 up to 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

BIDDER

CHIEF EXECUTIVE OFFICER

Witness
1. __________________________

2. __________________________

Witness
1. __________________________

2. __________________________