

**NATIONAL BOOK TRUST, INDIA**  
**Ministry of Human Resource Development, Govt. of India**  
**Nehru Bhawan, 5 Institutional Area, Phase-II, Vasant Kunj, New Delhi-110070**  
**Phone No.011-26707700/ 873, Fax No.011-26121883**  
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Tender for Hiring of Three Wheeler Auto Rickshaw  
for NBT INDIA HEADQUARTERS

Sl. No.	Key Event	Date
1)	Tender Reference Number	NBT/ADMN/2016/ Auto Hire/2
2)	Last Date for Submission of Bids	22 August, 2016 (1300 hrs.)
3)	Date of opening of Technical Bid	23 August, 2016 (1200 hrs.)
4)	Pre-bid Meeting	12 August 2016 (1400 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

**Terms and Conditions of NIT**

1. National Book Trust (NBT) Ministry of Human Resource Development, Government of India, invites the rates for hiring of two Three Wheeler Auto Rickshaws for the period of one year which may be further extended on mutually agreeable Terms & Conditions, for a maximum period up to 3 years from the date of signing of agreement.
2. Tender document containing terms and conditions can be purchased on payment of **Rs.500/- (Rupees five hundred only) (Non-Refundable)** in the cash/demand draft in favour of **Director, National Book Trust, payable at New Delhi, from the office of NBT, Nehru Bhawan, VasantKunj , New Delhi 110070 till 22.8.2016 up to 12.00 Noon.**
3. Tender forms/ application form can be downloaded from the website of the NBT i.e., [www.nbtindia.gov.in](http://www.nbtindia.gov.in) and the same can be submitted along with the cost of tender documents/ application form of Rs.500/- (nonrefundable) in the form of pay order/ demand draft drawn in favour of National Book Trust, India payable at Delhi.
4. The bid is to be sent in sealed enveloped superscribed as '**BID FOR HIRING OF THREE WHEELER AUTO RICKSHAWS**'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-  
**Assistant Director (Administration)**  
**National Book Trust, India**  
**Nehru Bhawan, 5 Institutional Area Phase-II**  
**Vasant Kunj, New Delhi - 110070**

5. The Date of Pre-bid will be held on 12.08.2016 at 2:00 PM.
6. The sealed bids will be received by the NBT up to **1.00 PM on 22.08.2016**. Any bid received after the prescribed time deadline shall not be considered irrespective of rates. The bids will be opened on **23.08.2016 at 12.00 PM** in the presence of the representatives of the bidders present.
7. Earnest Money (EMD) of Rs.5000 (Rupees Five thousand only) should accompany the **bid document**. The EMD shall be paid in the form of Demand Draft from a nationalized bank/Scheduled commercial bank in favour of National Book Trust payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by the Trust.
8. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
9. The bid shall remain valid for a period of 180 days from the date of receipt of the bid. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to NBT or the contract is not executed within seven (7) days from the date of letter of acceptance (LOA) or the work is not commenced within seven (7) days after execution of contract then the NBT without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
10. The Bidder should inspect the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tenderer may visit the site on any working day during working hours for assessment of job and site conditions. The contact details of NBT's representative for coordination of inspection are Asst. Director (Administraton), Phone: 011-26707873.
11. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.
12. The rates should be quoted in Annexure-I. Cutting and over writings should be attested by the Authorised signatory of the bidder.
13. Driver should be in uniform at all times during duty. .
14. The Trust shall not be responsible for any loss or mishap, which may occur to any third party during the course of Driver's duty assigned by NBT.
15. Violation of any traffic rules shall be the sole responsibility of the vehicle driver and any penalty imposed shall be borne by the concerned auto driver.

16. PAN should invariably be provided for the purpose of TDS. Income Tax as applicable shall be deducted at source.
17. The bidder shall bear all costs associated with the preparation and submission of his bid and the NBT will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
18. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
19. No alternative or conditional offer shall be considered.
20. NBT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NBT's action.
21. NBT reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability
22. After award of LOA, the Contractor is required to enter into a Contract with NBT on the terms and conditions as detailed in the tender document contract form.
23. The police verification of the deputed drivers shall also be enclosed in order to proper safety of employee of Trust.
24. Any clarification on the documents may be obtained from:-  
**Asstt. Director (Administration),**  
**National Book Trust India**  
**Nehru Bhawan, 5 Institutional Area Phase-II**  
**Vasant Kunj, New Delhi - 110070.**

ANNEXURE-I

COST: RS.500/-

TENDER FORM FOR HIRING OF THREE WHEELERS/AUTOS

S.NO.	Description of Job	Rate	Remarks
1.	Hiring charges for 8 hours/80 kms	Rs.	
2.	Hiring charges for 4 hours/40 kms	Rs.	
3.	Extra charges per hour	Rs.	
4.	Extra charges per km. above 80/40 kms	Rs.	

Enclosures:

1. Registration Nos. (Copy of RC and DL) to be attached
2. PAN (copy of PAN card) to be attached
3. Copy of Police Verification Report of drivers to be attached

I/We hereby accept all the terms and conditions as contained in the Tender.

Signature

Name

Address

Place:

Date:

## Annexure 2: THE PRE-CONTRACT INTEGRITY PACT

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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 Two Three Wheeler/Auto Rickshaws 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, 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, favour, 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 favour or disfavour 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 upto 3 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

CHIEF EXECUTIVE OFFICER

Designation  
National Book Trust India

Witness

Witness

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

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

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

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